

# CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH  
DATE: MONDAY, MARCH 5, 2018 TIME: 6:15PM

## **AGENDA**

- **6:15PM – PUBLIC DIALOGUE**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **INVOCATION**
- IV. **PLEDGE OF ALLEGIANCE**

### **PRESENTATION**

1. 400<sup>th</sup> Anniversary Celebration – Susan Labrie

V. **ACCEPTANCE OF MINUTES – FEBRUARY 20, 2018**

VI. **PUBLIC DIALOGUE SUMMARY**

VII. **PUBLIC HEARINGS AND VOTES ON ORDINANCES AND/OR RESOLUTIONS**

- A. PUBLIC HEARING/ADOPTION OF RESOLUTION PURSUANT TO RSA 72:39-b THE CITY HEREBY AMENDS THE ELDERLY EXEMPTION FROM PROPERTY TAX, BASED ON ASSESSED VALUE FOR QUALIFIED TAXPAYERS, SUCH THAT THE EXEMPTIONS SHALL BE AVAILABLE ONLY WHEN THE QUALIFYING TAXPAYER(S) HAVE A NET INCOME OF NOT MORE THAN \$41,314.00 FOR A SINGLE TAXPAYER OR \$56,807.00 FOR A MARRIED TAXPAYERS, INCLUSIVE OF SOCIAL SECURITY PAYMENTS. THE ELDERLY EXEMPTION SHALL REMAIN UNCHANGED EXCEPT AS AMENDED HEREBY

- **PRESENTATION**
- **CITY COUNCIL QUESTIONS**
- **PUBLIC HEARING SPEAKERS**
- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

- B. PUBLIC HEARING/ADOPTION OF RESOLUTION PURSUANT TO RSA 72:37-b, CITY HEREBY AMENDS THE DISABLED EXEMPTION FROM PROPERTY TAX, BASED ON ASSESSED VALUE FOR QUALIFIED TAXPAYERS, SUCH THAT THE EXEMPTIONS SHALL BE AVAILABLE ONLY WHEN THE QUALIFYING TAXPAYER(S) HAVE A NET INCOME OF NOT MORE THAN \$41,314.00 FOR A SINGLE TAXPAYER OR \$56,807.00 FOR MARRIED TAXPAYERS, INCLUSIVE OF SOCIAL SECURITY. THE DISABLED EXEMPTION SHALL REMAIN UNCHANGED EXCEPT AS AMENDED HEREBY

- PRESENTATION
- CITY COUNCIL QUESTIONS
- PUBLIC HEARING SPEAKERS
- ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS

C. PUBLIC HEARING/ADOPTION OF RESOLUTION AUTHORIZING THE COLLECTION OF AN ADDITIONAL MOTOR VEHICLE REGISTRATION FEE IN THE AMOUNT AUTHORIZED BY RSA 261:153 VI FOR THE PURPOSE OF SUPPORTING A MUNICIPAL AND TRANSPORTATION IMPROVEMENT FUND

- PRESENTATION
- CITY COUNCIL QUESTIONS
- PUBLIC HEARING SPEAKERS
- ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS

**VOTES ON ORDINANCES AND/OR RESOLUTIONS**

D. SECOND READING OF ORDINANCE AMENDING CHAPTER 1, ARTICLE IX, SECTION 1.9 CONFLICT OF INTEREST/ELECTION CANDIDATE FINANCIAL DISCLOSURE – CHARTER AMENDMENT #1 (*Public Hearing held and closed at the February 20, 2018 City Council meeting*) (*Postponed Second Reading from the February 20, 2018 City Council meeting with action required on March 5, 2018*)

E. SECOND READING OF ORDINANCE AMENDING CHAPTER 1, ARTICLE IX, SECTION 1.901 – CONFLICT OF INTEREST/MUNICIPAL OFFICIALS DISCLOSURE – CHARTER AMENDMENT #2 (*Public Hearing held and closed at the February 20, 2018 City Council meeting*) (*Postponed Second Reading from the February 20, 2018 City Council meeting with action required on March 5, 2018*)

**VIII. APPROVAL OF GRANTS/DONATIONS**

*(There are no items under this section of the agenda)*

**IX. CONSENT AGENDA**

***(ANTICIPATED ACTION - MOVE TO ADOPT CONSENT AGENDA)***

A. Letter from Martin J. Wyman, Army National Guard, requesting permission to conduct the Best Warrior Competition on Sunday, April 15, 2018 (***Anticipated action – move to refer to the City Manager with power***)

B. Letter from Richard Wagner, AIDS Response Seacoast, requesting permission to hold the 22<sup>nd</sup> Annual Seacoast AIDS Walk and Dog Walk on Sunday, May 6, 2018 from 10:00 a.m. - 5:00 p.m. (***Anticipated action – move to refer to the City Manager with power***)

- C. Letter from Bruce MacIntyre, Portsmouth Maritime Folk Festival, requesting permission to hold the 19<sup>th</sup> Annual Portsmouth Maritime Folk Festival on Saturday, September 29, 2018 and Sunday, September 30, 2018 (***Anticipated action – move to refer to the City Manager with power***)
- D. Request for License to Install Projecting Sign from Rebecca Earle, owner of Cotillion Bureau for property located at 65 Bow Street (***Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request***)

**Planning Director’s Stipulations:**

- ***The license shall be approved by the Legal Department as to content and form;***
- ***Any removal or relocation of projecting sign, for any reason, shall be done at no cost to the City; and***
- ***Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the projecting sign, for any reason shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works***

**X. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS**

- A. Email Correspondence (***Sample motion – move to accept and place on file***)
- B. Letter from James Splaine regarding Mandating an Independent Professional Audit and Financial Analysis of the Coakley Landfill Group records, dating back to its origination

**XI. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS**

**A. CITY MANAGER**

**City Manager’s Items Which Require Action:**

1. Request for Approval of the One-Year Extension of the Current Collective Bargaining Agreement between the City of Portsmouth and the Portsmouth Management Association
2. Request for Approval of the One-Year Extension of the Current Collective Bargaining Agreement between the Portsmouth School Board and the Custodial Supervisors Union
3. Request for Approval of the One-Year Extension of the Current Collective Bargaining Agreement between the Portsmouth School Board and the School Association of Portsmouth School Administrators
4. Adoption of Proposed Capital Improvement Plan (CIP) FY2019-2024

**City Manager's Informational Items:**

1. Events Listing
2. Updates on Prescott Park
3. Zagster Bike Share 2017 Report
4. Report Back Re: Per- and polyfluoroalkyl Substances (PFAS).
5. Report Back Re: Civic Engagement
6. Report Back Re: Veteran's Tax Credit
7. Report Back Re: Great Bay Coalition
8. First Quarter Summary Building Inspector

**B. MAYOR BLALOCK**

1. Appointments to be Considered:
  - Appointment of Richard Blalock to the Recreation Board
  - Reappointment of MaryAnn Blanchard to the Conservation Commission
  - Reappointment of Samantha Collins to the Conservation Commission
  - Reappointment of Ruth Griffin to the Portsmouth Housing Authority
2. \*Establish Round Table Conversation with Concerned Residents on PFAS
3. \*Working Group to organize a public meeting for the Coakley Landfill:
  - Assistant Mayor Lazenby
  - Councilor Dwyer
  - Councilor Perkins

**Charge of the Working Group:**

*Will be to organize and establish a date and time for a comprehensive presentation on the Coakley Landfill. The group will be charged further with establishing an independent moderator and panel*

4. Response to Hampton Select Board Re: Coakley Landfill

**C. COUNCILOR ROBERTS**

1. \*"Gun Safety"

**D. COUNCILOR DWYER**

1. \*McIntyre Update

**E. COUNCILOR DENTON**

1. Renewable Energy Policy for Adoption

**F. COUNCILOR PERKINS**

1. Former City Council Rule #47 – Appointments to Boards and Commissions (*withdrawn from the February 20, 2018 City Council meeting due to lateness of meeting*)

**XII. MISCELLANEOUS/UNFINISHED BUSINESS**

**XIII. ADJOURNMENT**

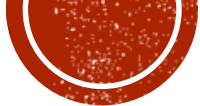
**KELLI L. BARNABY, MMC, CMC, CNHMC  
CITY CLERK**

*\*Indicates Verbal Report*

**INFORMATION ITEMS**

1. Notification that the Planning Board Minutes of the January 18, 2018 are now available on the City's website

# PORTSMOUTH 400

Celebrating 400 years   
on the New Hampshire Seacoast  
1623-2023

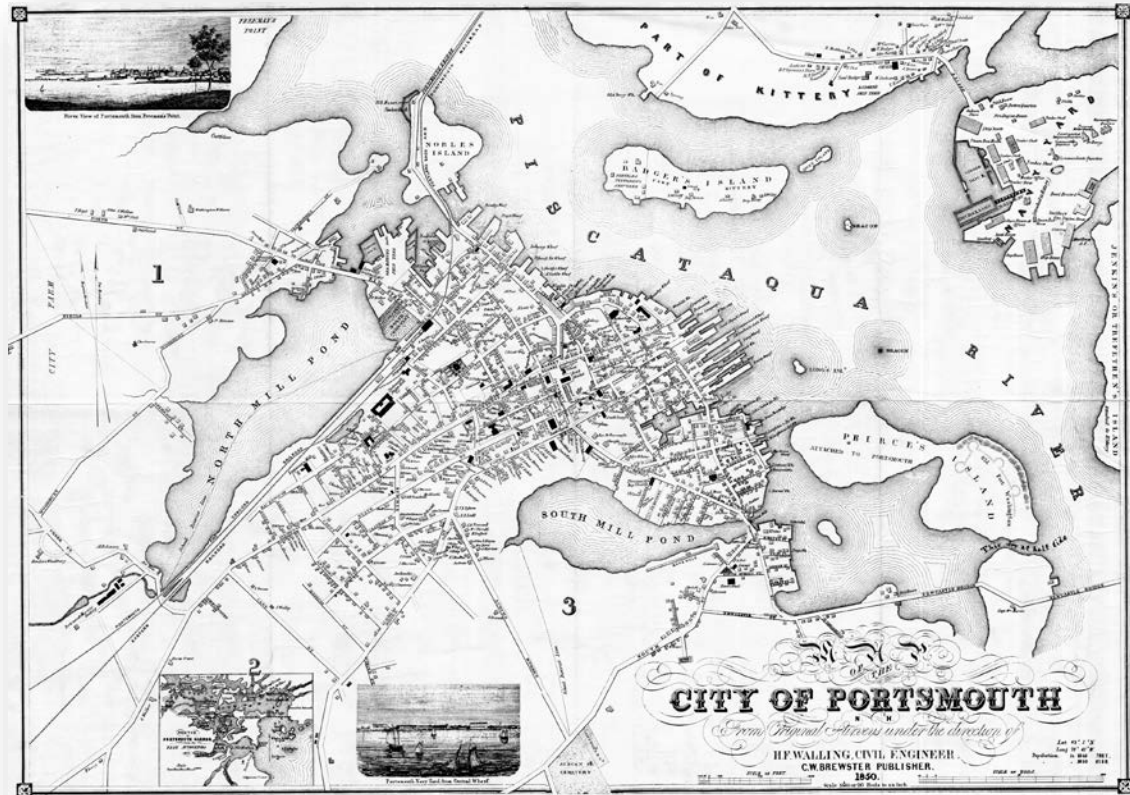
# PORTSMOUTH400

An inclusive celebration of  
the diverse and dramatic evolution  
of New Hampshire's only seaport, a proud city  
where our history shapes our future.



# HOW TO THINK ABOUT PORTSMOUTH400

- More than just “blowing out candles” in 2023.
- Programs and events each year up to 2023 and beyond.
- Portsmouth400 belongs to everyone in the city
- What do you want your Portsmouth to look like in 2023, 2073, for us, our children, our grandchildren?





# HOW TO THINK ABOUT PORTSMOUTH400



- Identify key themes
- History, arts, community, sustainability, diversity, economic vitality, civic life and volunteerism, accessibility, etc.
- Reinforce our community's involvement in civic life and our history
- How do we pass the torch to the next generation so they become the stewards of Portsmouth and its history?





# THE IMPACT OF PORTSMOUTH400

- Reinforce our image as a city where residents enjoy living, are involved, exhibit civic pride, address challenges, have hope and confidence in the future.
- Use Portsmouth400 as a deadline to accomplish/highlight many of our goals:
  - Master Plan
  - Prescott Park
  - City Gateways
  - Wayfinding & Parking
  - Bicycle & Walking Paths



# WORKING FROM A FOUNDATION



- Portsmouth has celebrated its key anniversaries since 1823.
- City is famous for celebrations like Portsmouth Peace Treaty, Vintage Christmas in Portsmouth, Market Square Day, etc.
- Portsmouth shares in spirit of Plymouth400 and other regional/national anniversaries



# STRUCTURE

- **Partnership** - between City + Portsmouth Historical Society
- **Steering Committee** – provides oversight, planning, organization, implementation of vision
- **Director, Portsmouth400** - manages day to day planning, administration, execution
- **Innovative Ideas** - PHS will ensure that core programs happen while acting as a convener and encouraging all who want to produce activities, lectures, demonstrations, tours, events. Surprise us!
- **Fundraising** – Community supported events and efforts
- **Marketing** – PHS creates umbrella to foster alliance among all participants



# MAJOR ROLES

- **Steering Committee**
- **Task Forces**
- **Professional Advisors**
- **Advisory council of elders**
- **Advisory council of younger generation**
- **Key individuals, nonprofits, corporations, benefactors**



# ACHIEVEMENTS

- Hired Finance Director
- Hired Portsmouth400 Director
- Met with several History, Arts and Cultural Leaders who have already begun planning for the 400 - with programs and building projects
- Discussing best methods for receiving input from City-wide brainstorming
- Begun crafting the long term Strategic Plan including fundraising and marketing plans
- Creating network of enthusiastic residents to volunteer, including local professionals to help with planning, fundraising and marketing
- Engaged with UNH to assist broadly and with identifying actions to engage younger population
- Begun outreach to Seacoast towns/cities - starting with Rye and New Castle Historical Societies
- Portsmouth400 Trust established to receive donations to fund 400



# NEXT STEPS?

- Continue to outreach to Portsmouth history, arts + cultural leaders
- Public Input Sessions
- Create Public Portal
- Social Media to stay in touch
- Create Strategic Plan
- Create Fundraising Initiatives and Sponsorship Opportunities
- Present Strategic Plan to City
- Execution of plan





# CULMINATION

- Deep, vibrant celebration of our unique heritage shared with all.
- A new generation becomes stewards of Portsmouth and its history.
- Portsmouth becomes bold national model for sustainable growth that integrates history, arts, and culture, including humanities, preservation and maritime culture.
- Reinvigorating a spirit of optimism and civic pride.



# PORTSMOUTH400

Take the first step  
Discover what we can do together  
PortsmouthHistory.org  
*Share your thoughts!*



## CITY COUNCIL NON-PUBLIC SESSION

MUNICIPAL COMPLEX  
DATE: TUESDAY, FEBRUARY 20, 2018

PORTSMOUTH, NH  
TIME: 6:30PM

At 6:30 p.m. the City Council held a Non Public Session in Accordance with RSA 91-A:2, I (a) regarding Strategy or Negotiations with Respect to Collective Bargaining – Professional Management Association, School Administrators and School Custodial Supervisors.

City Clerk Barnaby conducted a roll call vote for attendance: Mayor Blalock; Assistant Mayor Lazenby; Councilors Roberts, Dwyer, Denton (6:36 p.m.), Perkins (6:35 p.m.) and Becksted.

Councilors Pearson and Raynolds were absent.

**Councilor Becksted moved to enter into Non Public Session to discuss the Professional Management Association, School Administrators and School Custodial Supervisors Contracts. Seconded by Councilor Roberts and voted.**

The City Council moved from the Eileen Dondero Foley Council Chambers into Conference Room A.

Staff Present during Non Public Session: Tom Closson, Negotiator; Dianna Fogarty, Human Resource Director; Nancy Colbert Puff, Deputy City Manager; and Kelli L. Barnaby, City Clerk.

Negotiator Closson reviewed the request for a one year extension of the Professional Management Association, School Administrators and School Custodial contracts.

At 6:45 p.m. Mayor Blalock closed the Non-Public Session.

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## CITY COUNCIL MEETING

MUNICIPAL COMPLEX  
DATE: TUESDAY, FEBRUARY 20, 2018

PORTSMOUTH, NH  
TIME: 7:00 PM

### **I. CALL TO ORDER**

Mayor Blalock called the meeting to order at 7:00 p.m.

## II. ROLL CALL

PRESENT: Mayor Blalock, Assistant Mayor Lazenby, Councilors Roberts, Dwyer, Denton and Becksted

ABSENT: Councilors Pearson and Raynolds

## III. INVOCATION

Mayor Blalock asked everyone to join in a moment of silent prayer in memory of those lost in the Parkland, Florida school shooting.

## IV. PLEDGE OF ALLEGIANCE

Mayor Blalock led in the Pledge of Allegiance.

### PRESENTATION

1. Report Back Re: Revaluation Review – Daniel Cornell

Mr. Cornell provided a review of the completed Revaluation of 2017. He reported that Vision Government Solutions and Property Valuation Advisors were hired to conduct the revaluation and met NH & IAAO guidelines.

Mr. Cornell provided an overview of the Valuation Concepts:

- Cost Approach
  - Value based on the cost to build
    - Land, building, depreciation (loss in value)
- Sales Comparison Approach
  - Value based on similar sold properties
    - Sale price plus or minus differences
- Income Approach
  - Value based on the projected income
    - Rental rate, vacancy, expenses, capitalization rate
- All approaches require good data

He spoke to the Valuation Modeling – Overview:

- NH Law – assessments based on market value
- Model specification
  - Items that drive value
  - Examples: size, condition, construction quality, location

- Model calibration
  - Assigning values or factors to the data elements
  - Model testing
    - Test the results

He reviewed the summary of the CAMA system, the data in the tables and the model structure and reviewed the values assigned to the data elements. He further discussed model testing and statistical testing through ratios by neighborhood, style, grade, condition, year built and size.

In closing, Mr. Cornell said the abatement process is available.

Councilor Becksted said commercial values went up 6% and residential properties saw a 20% increase and asked the reason for the difference. Mr. Cornell said that Portsmouth is similar to statewide whereby residential is higher than commercial properties. Councilor Becksted asked how values change without putting any money into a residential home. Mr. Cornell said remodeling will affect the value of the property for those that have not been remodeled as long as the home is maintained the value will increase based on the market value. He also spoke to condition and year property was built and appreciation levels. Councilor Becksted asked how many commercial abatements have been filed for 2017 and for the 2 years prior. Assessor Maurice Lentz said she will not know 2017 abatements until March. She reported that 90 were filed 2 years prior with one decision and 10 remain pending. She stated that internal updates will be made to values on an annual basis so that everything remains on a level playing field. She indicated she would be adjusting equilibrium of the ratio and will review every class of property and adjust to the April 1<sup>st</sup> ratio.

Councilor Dwyer said we should review the process before another revaluation is held looking at income and expense sheets in substitute ways in order to get to the values.

Assistant Mayor Lazenby asked about properties not providing the income and expense sheets what kind of affect does that have on properties. Mr. Cornell said it is hard to tell the real numbers without that information.

Councilor Dwyer asked if there is a way that people provide the income and expense information. Assessor Maurice Lentz said there is not a way in New Hampshire for communities to obtain that information without it being provided to us.

Councilor Becksted asked if hotels provide the income and expense sheet. Assessor Maurice Lentz said they are not required to.

Councilor Roberts said that the City is going to reevaluate properties more often and asked if that would change the amount we pay for County tax. Finance Director Belanger said the County equalizes the values up to 100 % so it would not have an effect.

## **V. ACCEPTANCE OF MINUTES – FEBRUARY 5, 2018**

**Councilor Perkins moved to accept and approve the minutes of the February 5, 2018 City Council meeting. Seconded by Assistant Mayor Lazenby and voted.**

## **VI. PUBLIC COMMENT SESSION**

Roy Helse said home owners and taxpayers should have more say on variances which seem to favor developers. He spoke to the effect development has on City properties. He also spoke to assessed values being too high.

Jonathan Sandberg spoke about the PS21 event taking place in two weeks. He said it will be a world renowned expert in Planning for communities from Vancouver. He urged the City Council and residents to attend the event.

Esther Kennedy said 15 days ago residents were alerted by a newspaper article of a meeting being held by the EPA with the Great Bay Coalition and City staff. She stated that the meeting was held in non-public session and the meeting was never posted. She spoke to the concern of residents of why they were not allowed to attend this meeting which was about the Wastewater Treatment Plan. Ms. Kennedy said that residents deserve to receive information on the meeting.

Deputy City Attorney Woodland said on February 6<sup>th</sup> staff and the City Manager attended a meeting with the Great Bay Coalition and EPA which was an administrative meeting. She stated administrative meetings do not require posting and the meeting was not held in Portsmouth but took place in Dover.

Councilor Becksted said he would like everything provided at that meeting to be given in a presentation at the next City Council meeting.

## **VII. PUBLIC HEARING AND VOTES ON ORDINANCES AND/OR RESOLUTIONS**

### **A. PUBLIC HEARING RE: PROPOSED CAPITAL IMPROVEMENT PLAN (CIP) FY 2019-2024**

#### **• PRESENTATION**

Deputy City Manager Colbert Puff explained the Capital Improvement Plan and the six years projected for plans. She reviewed the planning process which started in early September with a notice to staff. She spoke to the Planning Board's public hearing in January on the CIP. She stated that the plan provides a description of the plans and all projects. She also spoke to the index on paving and sidewalks whereby we target a stable amount to put forward in the CIP. Deputy City Manager Colbert Puff said that the Planning Board had a Subcommittee which reviewed the projects and made adjustments to the plan.

#### **• CITY COUNCIL QUESTIONS**

Councilor Dwyer said the Council would bring forward their suggested amendments at the next meeting. She said she would like to focus on things that effect this year's budget. She said we have limits on bonding which affects our budget and we need to keep bonding debt at 10%.

Councilor Roberts asked how much the \$7.2 million effects our budget for the Pease Wastewater Treatment Facility. City Engineer Desmarais said the Pease Wastewater Treatment Plant is to deal with the needs for more stringent DES permit limits. He said the schedule, scope and costs of the work will be coordinated with the industries that discharge to the wastewater treatment facility.

Mayor Blalock said he has received e-mails on the Islington Street and Cate Street Extension projects as well as bringing water to Newcastle.

- **PUBLIC HEARING SPEAKERS**

Mayor Blalock read the legal notice, declared the public hearing open and called for speakers.

Ed Carrier spoke in support of the Islington Street Corridor project. He said a great deal of work is taking place on Islington Street along Bridge Street and all utilities have been buried along that portion of the street. He asked where we will get the best bang for our buck. He spoke to concerns regarding the narrow portion of the beginning of Islington Street and the affect that would have for emergency vehicles and equipment to pass through that end of the street. He said it is time to bring the entire street up to the beauty of others.

Lee Horgan spoke to reprioritizing the funding to FY19 for the much needed sidewalk along Sagamore Avenue to Odiorne Point Road. He said the area without sidewalks is dangerous and someone is going to get hurt if the sidewalk is not installed soon. He said the funding and sidewalk are needed now not later in out years.

Ann Miller, Newcastle, said she is a rate payer to the City of Portsmouth for water and that the water line to Newcastle needs to be upgraded on Wentworth Road. She said Newcastle is being held hostage to pay for the project and the CIP is not transparent when it outlines the project and the needs.

Greg Lacamera said the Islington Street project needs to be done. He said it is important to the residents and the City as a whole to have the entire street upgraded and completed.

Bill Blum spoke to the Cate Street project and proposed development. He said the amount of traffic being created from the project is creating big stresses to the roadway.

Larry Cataldo said he has heard many complaints on the delay of the Islington Street project. He said Islington Street is a heavy traffic area and the project needs to move forward.

Robin Husslage spoke to the project for Islington Street and said the work needs to be done. She said it is a safety hazard to leave the roadway in its present condition.

Jonathan Sandberg said Bartlett Street is a dangerous street and it is a truck route which is unsafe. He said there needs to be another route for people to utilize to get into town. He also expressed concern with the lack of funding for the Cate Street Bridge which is falling apart.

Esther Kennedy said she is perplexed about the funding for the consent decree. She asked about pipe replacement under the bay and the \$7.3 million project for Pease. She asked why that was not in the sewer treatment plant and how much more will we need to pay.

Michael Danley spoke to the sidewalk needs for Sagamore Avenue to Odiorne Point Road. He spoke to the dangers of the roadway and that there are no crosswalks. He said it is negligence on the part of the City by not installing the sidewalk.

Denyse Richter spoke in support of the Islington Street project moving forward to be completed. She said the City should finance the project and set it as a priority.

With no further speakers, Mayor Blalock declared the public hearing closed.

- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

Deputy City Manager Colbert Puff requested Public Works Director Rice to come forward and speak on the projects that were addressed by residents.

Public Works Director Rice said he understands the concerns with projects not being completed. He spoke to the length of the Islington Street corridor and the cost of burying all utilities lines will be \$12,000,000.00. He said the project will be completed in stages and Phase I will take two years with Phase II not being started because we cannot stay within the 10% cap for bonding so we needed to move the project out. Director Rice said that he will work to move the project forward and recommended coming back before the CIP is approved to see what the effects would be on water and sewer rates.

Public Works Director Rice addressed the sidewalk project for Sagamore Avenue and informed the residents that the project requires securing easements which they have received two and two are remaining.

Public Works Director Rice then spoke regarding Cate Street and said it is an easement that we need to secure. He said we need some traffic calming. He said that Cate Street connector is a vital step we have put together conceptual designs for the right of way. Director Rice indicated that the bridge will continue to be monitored and is safe for the rating it is at this time.

Councilor Dwyer asked if we have more easement work on the Islington Street project. Public Works Director Rice said there is not a significant number of easements needed.

Councilor Roberts said Cate Street funds is purchasing the property and improving the road. Public Works Director Rice said it would be building the roadway. He said we do not anticipate purchasing the property and the road will be reconfigured.

Councilor Denton asked about the day lighting for Hodgdon Brook. He would like to see more passive recreational use of the area. Public Works Director Rice said the lighting may not be directly to the Hodgdon Brook. He said that there will be a multi-use path along the brook and do not combine the projects.

Councilor Perkins asked about Phase II of the Islington Street project and whether the utility lines will be buried. Public Works Director Rice said that the lines will not be buried as part of the project. He also indicated that Phase I should be completed in fall of 2020. He indicated that the department will look into paving some portion of the road. Councilor Perkins said she is concerned with the Cate Street connector becoming a pass thru for trucks.

Councilor Becksted said the 31 townhouses for Cate Street has been approved and would like to know when the project would be completed. Public Works Director Rice said additional work has been done in the area and we have the easements to make the road wide enough.



Councilor Becksted asked about allocating funds for further down the line. Director Rice said we would need to come back to the City Council for bonding funds.

Councilor Denton asked about a report this fiscal year for the digester. He spoke to renewable energy and having a public/private partnership. Public Works Director Rice said that these are part of the things we would look at in a study.

Deputy Public Works Director Goetz addressed the water transmission main replacement project for 2021. Deputy Director Goetz indicated that the City has been in discussions with Newcastle regarding the project. He discussed the various projects that have been completed that service the Town of Newcastle. Deputy Director Goetz said information has been shared with the Town of Newcastle and we will continue to work on a phased work plan.

Councilor Dwyer said we are going to do to the water transmission main replacement project and are committed to the plan. Deputy Director Goetz said the disconnect may be with the need for a scheduled plan. Councilor Dwyer said maybe we need to meet with Newcastle and reestablish that the project will be completed.

City Engineer Desmarais said the Consent Decree Remediation capital type projects include implementing a \$500,000.00 green infrastructure stormwater project and construction of a low pressure sewer system on Sagamore Avenue north and south of Sagamore Creek.

Assistant Mayor Lazenby asked if the Police Department Land Acquisition for FY19 TBD will be solved before the CIP is approved. Deputy City Manager Colbert Puff said that is under discussion.

Councilor Perkins asked if the electrical upgrades to City Hall are required whether we remain in the building. Deputy City Manager Colbert Puff said the upgrades are required. Public Works Director Rice said no matter what, we need to make the electrical upgrades. He said the project will address the service coming into the building.

Councilor Roberts asked about Russell Street project. Public Works Director Rice said the intersection is in need of upgrades. He recommended moving forward with the project. Councilor Dwyer said we are just doing the design part of the project now.

At 8:55 p.m., Mayor Blalock declared a brief recess. At 9:05 p.m., Mayor Blalock called the meeting back to order.

B. PUBLIC HEARING/SECOND READING OF ORDINANCE AMENDING CHAPTER 1, ARTICLE IX, SECTION 1.9 CONFLICT OF INTEREST/ELECTION CANDIDATE FINANCIAL DISCLOSURE – CHARTER AMENDMENT #1

- **PRESENTATION**

There was no presentation for this ordinance.

- **CITY COUNCIL QUESTIONS**

There were no questions by the City Council at this time. The Council wants to hear from the public before proceeding with questions.

- **PUBLIC HEARING SPEAKERS**

Mayor Blalock read the legal notice, declared the public hearing open and called for speakers.

Gerry Zelin said he submitted a letter on June 30<sup>th</sup> regarding this ordinance. He said he supports the ordinance as drafted with amendments proposed by Councilors Dwyer and Denton.

Marya Danihel said she supports the amendment requested by Councilor Denton.

Larry Cataldo said he supports the amendment requested by Councilor Denton.

Esther Kennedy said she supports the change submitted by Councilor Denton.

Barbara Bowlus spoke in support of the amendment by Councilor Denton. She said civility and transparency is needed in government. She stated that PAC's need to provide the total of dollars that come from PAC's and go to PAC's. She said the ordinance should be written in a way that provide complete transparency.

Jane Zill said she supports the amendment provided by Councilor Denton. She said we need to take dark monies out of the City of Portsmouth.

With no further speakers, Mayor Blalock declared the public hearing closed.

- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

Councilor Perkins said she would like to see a \$100.00 threshold for contributions. She said it is very standard for the expenditure thresholds. She said the definition of PAC needs to be expanded to a person, or two or more persons in addition to any political committee.

Councilor Roberts said he supports the \$100.00 threshold. He also indicated that the definition of PAC could be a group organized to elect someone or another purpose.

Councilor Perkins said whatever the group is should make an expenditure to influence the election.

Councilor Dwyer asked why we are limiting this to just the City Council. She said it is any organization raising money to influence an election and whether it is an issue based election, a group raising to put these on the ballot or a group raising money to elect a Police Commissioner. She said none of us have seen dark money in Portsmouth. She said it is likely to affect people more if there is an issue on the ballot versus a particular candidate.

Councilor Roberts said he was going to make the same point. He said the State law allows for the purpose of influencing a vote of any local or referendum question. He said we should mimic the State law.

Councilor Denton said he agrees with the Councilor Roberts and Dwyer and would like to see it expanded to referendum questions and other City officials.

City Attorney said this ordinance follows the charter amendment. He said there are many amendments that are being requested and would need to be written. He further recommended that second reading be continued until the next City Council meeting and he can work with the Councilors to make the amendments being desired.

Councilor Denton asked if the City Council should vote on the amendments brought forward by himself and Councilor Dwyer.

City Attorney Sullivan said that would be acceptable and permissible at this point.

Councilor Perkins said she supports the ordinance and amendments as outlined in the City Council packet.

**Councilor Denton moved to amend ordinance in accordance with the proposal submitted by Councilor Denton. Seconded by Councilor Perkins and voted.**

**Councilor Denton moved to amend ordinance in accordance with the proposal submitted by Councilor Dwyer. Seconded by Assistant Mayor Lazenby and voted.**

**Councilor Perkins moved to continue second reading until March 5, 2018 for the City Attorney to bring in any further amendments as requested by any City Councilors. Seconded by Councilor Denton and voted.**

C. PUBLIC HEARING/SECOND READING OF ORDINANCE AMENDING CHAPTER 1, ARTICLE IX, SECTION 1.901 – CONFLICT OF INTEREST/MUNICIPAL OFFICIALS DISCLOSURE – CHARTER AMENDMENT #2

- **PRESENTATION**

There was no presentation for this ordinance.

- **CITY COUNCIL QUESTIONS**

Councilor Dwyer said she just wanted to redefine and clarify the first part of capital assets sentence.

- **PUBLIC HEARING SPEAKERS**

Mayor Blalock read the legal notice, declared the public hearing open and called for speakers.

Councilor Dwyer said her intention with the amendment was to redefine capital assets.

Gerry Zelin said he supports the ordinance and Councilor Dwyer's amendment as outlined in her explanation. He said when land use boards act on applications they are supposed to be impartial as jurors. He said requiring the disclosure allow objections to be raised in a timely manner.

Esther Kennedy said she would support the motion put forward by City Attorney Sullivan.

Marya Danihel said she supports the Charter Amendment.

Lawrence Cataldo said he supports the ordinance and Councilor Dwyer's amendments.

City Attorney Sullivan said he would also recommend continuing second reading on the ordinance.

**Councilor Denton moved to amend ordinance in accordance with the proposal submitted by Councilor Dwyer and to delay second reading until March 5, 2018 for the City Attorney to bring in any further amendments, as requested. Seconded by Councilor Becksted and voted.**

## **IX. CONSENT AGENDA**

**Councilor Perkins moved to adopt the Consent Agenda. Seconded by Councilor Roberts and voted.**

- A. Letter from Ben Anderson, Prescott Park Arts Festival, requesting permission to hold the 6<sup>th</sup> Annual Memorial Bridge 5k on Sunday, October 7, 2018 (***Anticipated action – move to refer to the City Manager with power***)
- B. Request for License to Install Projecting Sign from Thomas Lincoln, owner of The Clean Bedroom for property located at 142 Fleet Street (***Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request***)

### **Planning Director's Stipulations:**

- ***The license shall be approved by the Legal Department as to content and form;***
  - ***Any removal or relocation of projecting sign, for any reason, shall be done at no cost to the City; and***
  - ***Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the projecting sign, for any reason shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works***
- C. Letter from Mark A. McNabb requesting a license agreement for the installation of Bowsprit Sculpture to the exterior brick facade of Martingale (***Anticipated action – move to authorize the City Manager to execute a license for the Martingale Bowsprit Sculpture, as presented***)

**X. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS**

- A. Letter from Merle White, Anchor Taxi, regarding Taxi Ordinance Enforcement

**Councilor Perkins moved to accept and place the letter on file. Seconded by Councilor Denton and voted.**

**XI. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS**

**A. CITY MANAGER**

1. Request for Approval of the One-Year Extension of the Current Collective Bargaining Agreement between the City of Portsmouth and the Portsmouth Supervisory Management Alliance

Deputy City Manager Colbert Puff recommended approval of the contract, as presented.

**Councilor Dwyer moved to accept the proposed One-Year Agreement between the City of Portsmouth and the Portsmouth Supervisory Management Alliance, as presented. Seconded by Councilor Perkins and voted.**

2. Request to Renew Seacoast Growers' Association (Farmers' Market) Proposed 2018 License Agreement

Deputy City Manager Colbert Puff recommended renewal of the Seacoast Growers' Association License Agreement to operate the Farmers' Market for 2018.

**Councilor Dwyer moved to authorize the City Manager to enter into a License Agreement with the Seacoast Growers' Association for 2018, as presented. Seconded by Councilor Perkins and voted.**

3. Request for Public Hearing Re: Elderly and Disabled Exemptions

Deputy City Manager Colbert Puff said every year the exemptions are reviewed and that there would be a 2% increase due to the 2% increase by Social Security. You have been provided with the total impact to the overall tax rate.

**Assistant Mayor Lazenby moved to schedule a public hearing for the March 5, 2018 City Council meeting. Seconded by Councilor Roberts.**

Councilor Denton requested a report back on the all Veterans Tax Credit.

**Motion passed.**

4. Land and Easement Transfers Re: 30 Cate Street

Deputy City Manager Colbert Puff recommended approval of the land and easement transfers for 30 Cate Street.

**Councilor Perkins moved to authorize the City Manager to negotiate, execute, deliver and record the deeds and Memorandum of Agreement regarding the Merton Alan Investments, LLC Cate Street Development, as presented. Seconded by Assistant Mayor Lazenby and voted.**

5. Request to Re-zone Property Re: Clipper Traders

Deputy City Manager Colbert Puff said that this needs to be referred to the Planning Board for a public hearing and recommendation.

**Councilor Perkins moved to refer the aforementioned request to the Planning Board for a public hearing and recommendation.**

Councilor Becksted said he would recuse himself from voting on this matter.

**Motion passed. Councilor Becksted recused from voting on this matter.**

6. Trees and Greenery Trust

Deputy City Manager Colbert Puff said this would require a motion to authorize the City Manager to execute the Trees and Greenery Trust.

**Councilor Dwyer moved to authorize the City Manager to execute the Trees and Greenery Trust, as presented. Seconded by Councilor Denton and voted.**

7. Municipal Transportation Improvements – RSA 261:153 VI

Deputy City Manager Colbert Puff said a Resolution would come back for a public hearing on March 5, 2018 to add a \$5.00 motor vehicle fee for the purpose of supporting a Municipal and Transportation Improvement Capital Reserve Fund.

**Councilor Roberts moved to authorize the City Manager to bring a Resolution back for a public hearing on March 5, 2018 to add a \$5.00 motor vehicle fee for the purpose of supporting a Municipal and Transportation Improvement Capital Reserve Fund. Seconded by Councilor Denton and voted.**

McIntyre Process (Not on Agenda)

Councilor Dwyer reported that the process is at Stage II. She informed the Council that there will be three meetings on Public Space & Public Design, Transportation, and Public/Private Partnership. She announced the first two will be held on February 26, 2018 from 6:30 p.m. to 8:30 p.m. with one hour dedicated to each topic. She said a local panel will be arranged and will have 4-5 people with Planning Department staff. Councilor Dwyer said the meeting would be open to the audience to ask questions. She further stated near the end of the hour we will look at priorities to stimulate conversation. She announced the dates for the next two meetings:

Tuesday, March 6, 2018 – Economic and Transportation

Saturday, March 10, 2018 – Round Tables for Interactive Discussion bringing in the Redgate/Kane Team

Deputy City Manager Colbert Puff said she will send out the press release announcing these dates.

Mayor Blalock thanked Councilor Dwyer for her work on the McIntyre project.

Councilor Becksted asked if it will be televised. Councilor Dwyer said most of the meetings will be. Councilor Becksted asked if Portsmouth Listens would be involved in these. Councilor Dwyer said they would be invited but are not running the sessions.

**B. MAYOR BLALOCK**

1. Appointments to be Voted:
  - Appointment of Janet Phelps to the Citizen Advisory Committee
  - Appointment of Thomas Watson to the Economic Development Commission
  - Appointment of Phyllis Eldridge to the Zoning Board of Adjustment – Alternate

**Councilor Denton moved to appoint Janet Phelps to the Citizens Advisory Committee; appoint Thomas Watson to the Economic Development Commission until October 1, 2018 filling the unexpired term of John Pratt; and appoint Phyllis Eldridge as an alternate to the Zoning Board of Adjustment until December 1, 2022. Seconded by Assistant Mayor Lazenby and voted.**

2. Establish Round Table Conversation with Concerned Residents on PFAS

Mayor Blalock said he received a letter from Lindsay Carmichael on PFAS and he would like to have a round table conversation with the regular meeting starting at 7:15 p.m. He said he would like to have the session on March 5<sup>th</sup>.

Councilor Dwyer said it is a report back on the two issues that came up. She said round table seems to really be a broad discussion.

Deputy City Manager Colbert Puff said part of this is a report back with questions being raised. She stated that Deputy Public Works Director Goetz will be asked to prepare a memorandum and a report back.

Councilor Becksted asked if a half hour would be enough time.

Councilor Dwyer said she would like to see the information as a report back and see what action we are taking before the round table discussion. She stated if additional issues come forward we would then have the round table.

Mayor Blalock said we have a report back on March 5, 2018 and move forward from there and he stated he would like the entire City Council involved.

Councilor Dwyer said she feels we should invite Superintendent of Schools Zadavec to the meeting.

**Councilor Dwyer moved to request a report back from Deputy Public Works Director Goetz at the March 5, 2018 City Council meeting with a possible round table discussion with concerned residents. Seconded by Councilor Perkins.**

Assistant Mayor Lazenby said we need to make sure that the information can be heard on this matter.

Mayor Blalock passed the gavel to Assistant Mayor Lazenby.

Mayor Blalock said we need to address the concerns and hold the discussion in public with the City Council as a whole. He stated after that we schedule a round table discussion with the citizens.

Assistant Mayor Lazenby returned the gavel to Mayor Blalock.

**Motion passed.**

3. City Council Rule #43 B – Public Dialogue

Mayor Blalock said he would like to change the public dialogue to take place before the call to order of the meeting.

**Councilor Dwyer moved that in accordance with City Council Rule 39 the proposed amendment to Council Rule 43 A be placed on the agenda for consideration at the Council meeting of March 5, 2018. Seconded by Assistant Mayor Lazenby.**

Councilor Becksted said the last dialogue worked well because it was a small group. He would like to have the sessions recorded with half live and half at the next table for viewing at another time.

Mayor Blalock said he would like the set up to remain the same.

**Motion passed.**



**C. ASSISTANT MAYOR LAZENBY**

1. Proposed Amendment to City Council Rule 43

Assistant Mayor Lazenby said this is open free speak and he would not like to restrict residents to one topic for public comment session.

Councilor Dwyer said that this amendment is fine. She said the Council should not limit public dialogue to only three minutes per speaker.

Councilor Roberts said that there was not very many people and there were three to four people that spoke at length and we might think of ways to manage the dialogue.

Mayor Blalock said it is up to the City Council to make sure everyone gets their chance to speak.

Councilor Roberts said PS21 dialogue the moderator never lets go of the microphone and is very effective.

Councilor Dwyer said we should have a poster sheet on an easel to remind people of the process.

**Assistant Mayor Lazenby moved that in accordance with City Council Rule 39 the proposed amendment to Council Rule 43 A be placed on the agenda for consideration at the Council meeting of March 5, 2018. Seconded by Councilor Becksted.**

Councilor Denton asked if the question could be voted on this evening. City Attorney Sullivan said it could with a suspension of the rules.

**Councilor Denton moved to suspend the rules to bring forward the question for a vote. Seconded by Assistant Mayor Lazenby. On a unanimous roll call vote 7-0, motion passed.**

**Councilor Denton moved to adopt the proposed amendment to Council Rule 43 A. Seconded by Assistant Mayor Lazenby and voted.**

*Rule 43 A. Public Comment shall read as follows:*

*A Public Comment session shall appear on the agenda of every other regular Council meetings (to be alternated with Public Dialogue sessions). This session shall be a period of time not to exceed forty-five minutes during which any member of the public may have three minutes to address any topic which that member of the public has identified to the City Clerk prior to the commencement of the meeting. Speakers shall be limited to one three minute comment period per person per meeting and may not defer any of their allotted speaking time to any other person. All speakers must register in person (not electronically or telephonically) with the City Clerk prior to the City Council meeting. Residents, business owners and taxpayers of the City shall be given speaking priority over any other speaker. Any person abusing the provisions of this rule may be prohibited from speaking at future public comment sessions by a majority vote of the City Council. Any provision of this rule may be modified on a per case basis by majority vote of the Council.*

*\*Comments for which a public hearing is scheduled under the same agenda shall not be permitted.*

*The chair reserves the right to select speakers of different issues to be permitted to speak in order to provide a form of various topics to be presented. \*(ADOPTED 1/18/94).*

**Assistant Mayor Lazenby moved to suspend the rules to bring forward Proposed Amendment to City Council Rule 43 B. Seconded by Councilor Denton. On a unanimous roll call vote 7-0, motion passed.**

**Councilor Denton moved to adopt the proposed amendment to Council Rule 43 B. Seconded by Assistant Mayor Lazenby and voted.**

*Rule 43 B Public Comment Session – Public Dialogue shall read as follows:*

*The City Council shall hold a Council – Public Dialogue session during the period which is forty-five minutes (45) before the call to order, on the night of every other regularly schedule Council meeting (to be alternated with Public Comment Sessions). At such Council – Public Dialogue Sessions the Council, the City Manager and any appropriate staff as determined by the City Manager shall welcome all interested individuals for an informal dialogue session. The purpose of this session is to provide an opportunity for members of the public to directly interact with members of the Council, the City Manager and any appropriate staff as determined by the City Manager from time to time. By vote of the Council, such Council – Public Dialogue sessions may be scheduled to be held at other times and in other locations in the City beyond City Hall. All Council – Public Dialogue sessions shall be held in accordance with RSA 91-A, the Right-to-Know Law by notice being made and minutes being taken. (AMENDED 08/21/2017).*

#### **D. COUNCILOR ROBERTS**

1. Parking and Traffic Safety Committee Meeting Action Sheet and Minutes of February 1, 2018

**Councilor Denton moved to accept and approve the action sheet and minutes of the February 1, 2018 meeting. Seconded by Councilor Dwyer and voted.**

#### **E. COUNCILOR DENTON**

1. Renewable Energy Policy & Appendix C

Councilor Denton said the policy is to move towards net zero and the environment to meet the charge for a phase policy.

#### **Phase I**

*Focuses on Municipal Government Operations achieving Net Zero Energy.*

Phase II

*Focuses on the Portsmouth Community, including residences, business, and other non-municipal users such as the PDA, achieving Net Zero Energy. Phase II will also seek to examine low-income residents and environmental justice-related issues within the context of Portsmouth's Renewable Energy Policy.*

Phase III

*Focuses first on all vehicles originating in and second on vehicles traveling through the City of Portsmouth achieving Net Zero Energy. Phase III is distinct from Phase II as an acknowledgement of the amount of time that may be required to accomplish this phase.*

Councilor Denton spoke to Appendix C which has been included with recommendations for the Council. He said a Work Session on the policy would not be necessary but he has spoken with an organization to go through the report and would be a great venue for citizens to hear what the City has done.

Councilor Denton announced there will be a Climate Change Vulnerability Assessment on Historic Portsmouth this Thursday, February 22, 2018 at 6:30 p.m. in the Eileen Dondero Foley Council Chambers.

Councilor Dwyer said the way Councilor Denton orally spoke to the policy makes sense but the policy does not. She said you have the wording to achieving and the language needs tweaking. She stated we need to look at a way to bring back the Sustainability Committee.

Councilor Roberts feels it is important to track your goals and achieve them. He would like to see a way to show the process and how far away we are from the goal. He also suggested using a different word other than phasing.

Assistant Mayor Lazenby asked if we would be looking at areas outside the Historic District during the Climate Change Vulnerability Assessment meeting. Councilor Denton said that there is no funding remaining for a second meeting.

Councilor Denton said he would like the Sustainable Committee to continue to make updates. He also said he would like to do CO2 level tracking more frequently than every six years.

**F. COUNCILOR PERKINS**

1. Former City Council Rule #47 – Appointments to Boards and Commissions

Councilor Perkins said she would like to defer this matter until the March 5, 2018 meeting.

**G. COUNCILOR BECKSTED**

- 1, Request Presentation Re: Great Bay Municipal Coalition meeting with EPA

Councilor Becksted said he would like the City Council to have a presentation for the public as well.

Deputy City Attorney Woodland said the PowerPoint Presentation was provided in a memorandum. She informed the City Council that the Presentation itself took one hour. She indicated at the end of the meeting the Coalition was asked to put together all the information for the EPA in three to four weeks. She stated we would make the information available in an organized manner but to have it for the March 5, 2018 Council meeting is premature.

Deputy City Manager Colbert Puff said a report back would be made at the March 5, 2018 City Council meeting.

Councilor Becksted requested that the report back include history of the Great Bay Coalition explaining what it was and is today.

## **XII. MISCELLANEOUS/UNFINISHED BUSINESS**

Councilor Dwyer asked how the City Council should report on items for the CIP projects. Mayor Blalock requested if any Councilor has amendments to the Capital Improvement Plan they be sent directly to City Manager Bohenko or Deputy City Manager Colbert Puff prior to the March 5, 2018 City Council meeting.

## **XIII. ADJOURNMENT**

**At 10:45 p.m., Councilor Perkins moved to adjourn. Seconded by Councilor Roberts and voted.**



KELLI L. BARNABY, MMC, CMC, CNHMC  
CITY CLERK

## LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, March 5, 2018 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a Resolution Pursuant to RSA 72:39-b the City hereby amends the elderly exemption from property tax, based on assessed value for qualified taxpayers, such that the exemptions shall be available only when the qualifying taxpayer(s) have a net income of not more than \$41,314.00 for a single taxpayer or \$56,807.00 for a married taxpayers, inclusive of social security payments. The elderly exemption shall remain unchanged except as amended hereby. The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

Kelli L. Barnaby, MMC, CMC, CNHMC  
City Clerk

### LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, March 5, 2018 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a Resolution Pursuant to RSA 72:39-b the City hereby amends the elderly exemption from property tax, based on assessed value for qualified taxpayers, such that the exemptions shall be available only when the qualifying taxpayer(s) have a net income of not more than \$41,314.00 for a single taxpayer or \$56,807.00 for a married taxpayers, inclusive of social security payments. The elderly exemption shall remain unchanged except as amended hereby. The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

Kelli L. Barnaby, MMC, CMC, CNHMC  
City Clerk

3/2/2018

**THE CITY OF PORTSMOUTH  
TWO THOUSAND EIGHTEEN  
PORTSMOUTH, NEW HAMPSHIRE**

**ELDERLY EXEMPTION**

**RESOLUTION # - 2018**

**BE IT RESOLVED:**

Pursuant to RSA 72:39-b the City hereby amends the elderly exemption from property tax, based on assessed value for qualified taxpayers, such that the exemptions shall be available only when the qualifying taxpayer(s) have a net income of not more than \$41,314 for a single taxpayer or \$56,807 for married taxpayers, inclusive of social security payments. The elderly exemption shall remain unchanged except as amended hereby.

**THAT** this Resolution shall take effect upon its passage.

**APPROVED:**

\_\_\_\_\_  
**JACK BLALOCK, MAYOR**

**ADOPTED BY THE CITY COUNCIL:  
, 2018**

\_\_\_\_\_  
**KELLI L. BARNABY, CMC  
CITY CLERK**

**NOTE: This exemption becomes effective for the tax year April 1, 2018.**

## LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, March 5, 2017 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a Resolution Pursuant to RSA 72:37-b, City hereby amends the disabled exemption from property tax, based on assessed value for qualified taxpayers, such that the exemptions shall be available only when the qualifying taxpayer(s) have a net income of not more than \$41,314.00 for a single taxpayer or \$56,807.00 for married taxpayers, inclusive of social security. The disabled exemption shall remain unchanged except as amended hereby. The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

Kelli L. Barnaby, MMC, CMC, CNHMC  
City Clerk

### LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, March 5, 2017 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a Resolution Pursuant to RSA 72:37-b, City hereby amends the disabled exemption from property tax, based on assessed value for qualified taxpayers, such that the exemptions shall be available only when the qualifying taxpayer(s) have a net income of not more than \$41,314.00 for a single taxpayer or \$56,807.00 for married taxpayers, inclusive of social security. The disabled exemption shall remain unchanged except as amended hereby. The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

Kelli L. Barnaby, MMC, CMC, CNHMC  
City Clerk

MA02041217

**THE CITY OF PORTSMOUTH  
TWO THOUSAND EIGHTEEN  
PORTSMOUTH, NEW HAMPSHIRE**

**DISABLED EXEMPTION**

**RESOLUTION # - 2018**

**BE IT RESOLVED:**

Pursuant to RSA 72:37-b, City hereby amends the disabled exemption from property tax, based on assessed value for qualified taxpayers, such that the exemptions shall be available only when the qualifying taxpayer(s) have a net income of not more than \$41,314 for a single taxpayer or \$56,807 for married taxpayers, inclusive of social security. The disabled exemption shall remain unchanged except as amended hereby.

**THAT** this Resolution shall take effect upon its passage.

**APPROVED:**

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**JACK BLALOCK, MAYOR**

**ADOPTED BY THE CITY COUNCIL:  
, 2018**

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**KELLI L. BARNABY, CMC  
CITY CLERK**

**NOTE: This exemption becomes effective for the tax year April 1, 2018.**



LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, March 5, 2017 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a Resolution Authorizing the Collection of an additional Motor Vehicle Registration Fee in the amount Authorized by RSA 261:153 VI for the purpose of supporting a Municipal and Transportation Improvement Fund. The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

Kelli L. Barnaby, MMC, CMC, CNHMC  
City Clerk

LEGAL NOTICE  
NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, March 5, 2017 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a Resolution Authorizing the Collection of an additional Motor Vehicle Registration Fee in the amount Authorized by RSA 261:153 VI for the purpose of supporting a Municipal and Transportation Improvement Fund. The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.  
Kelli L. Barnaby, MMC, CMC, CNHMC  
City Clerk

MMC2017214

**THE CITY OF PORTSMOUTH  
TWO THOUSAND EIGHTEEN  
PORTSMOUTH, NEW HAMPSHIRE**

**RESOLUTION # \_\_\_-2018**

**A RESOLUTION AUTHORIZING THE COLLECTION OF AN ADDITIONAL MOTOR VEHICLE REGISTRATION FEE IN THE AMOUNT AUTHORIZED BY RSA 261:153 VI FOR THE PURPOSE OF SUPPORTING A MUNICIPAL AND TRANSPORTATION IMPROVEMENT FUND.**

**RESOLVED: BY THE CITY COUNCIL OF THE CITY OF PORTSMOUTH, NEW HAMPSHIRE AS FOLLOWS:**

**THAT**, pursuant to RSA 261:153 VI the City will collect in addition to otherwise authorized motor vehicle registration fees an additional amount as may be authorized by RSA 261:153 VI as it may be amended from time to time (currently \$5.00) for the purpose of supporting a Municipal and Transportation Improvement Capital Reserve Fund which shall be established for those purposes authorized by law and governed by RSA 34. The additional fee shall be collected from all vehicles, both passenger and commercial, with the exception of all-terrain vehicles and antique motor vehicles/motorcycles.

The funds deposited in the Municipal Transportation Improvement Capital Reserve Fund may be used for any purpose permitted under RSA 261:153 VI as it may be amended from time to time or any other applicable law. This purpose shall include funding, wholly or in part, improvements in the local or regional transportation system in accordance with RSA 261:153 VI.

**THAT** this Resolution shall take effect upon its passage.

**APPROVED:**

\_\_\_\_\_  
**JACK BLALOCK, MAYOR**

**ADOPTED BY THE CITY COUNCIL:  
, 2018**

\_\_\_\_\_  
**KELLI L. BARNABY, MMC, CNHMC  
CITY CLERK**

# TITLE XXI

## MOTOR VEHICLES

### CHAPTER 261

#### CERTIFICATES OF TITLE AND REGISTRATION OF VEHICLES

#### Municipal Permits for Registration

##### Section 261:153

###### **261:153 Fees for Registration Permits. –**

I. The treasurer of each city, or such other person as the city government may designate, and the town clerk of each town shall collect fees for such permits as follows: on each vehicle offered for registration a sum equal to 18 mills on each dollar of the maker's list price for a current model year vehicle, 15 mills on each dollar of the maker's list price for the first preceding model year vehicle, 12 mills on each dollar of the maker's list price for the second preceding model year vehicle, 9 mills on each dollar of the maker's list price for the third preceding model year vehicle, 6 mills on each dollar of the maker's list price for the fourth preceding model year vehicle, and 3 mills on each dollar of the maker's list price for the fifth preceding model year vehicle and any model year prior thereto. In no event, however, shall the fee be less than \$5. Registration permit fees for construction equipment, as defined in RSA 259:42, shall be governed by RSA 261:64. The director shall make the final determination of any vehicle model year in any case in which a dispute arises. The fee collected hereunder for a vehicle used only in the manner and for the purposes specified in RSA 261:82 and for an agricultural/industrial utility vehicle, as defined in RSA 259:2-a, shall be \$5; and provided further, that the fee collected hereunder for a farm tractor shall be \$5. In cases of doubt, the director may investigate for the purpose of determining eligibility for limited purpose registrations.

II. In all cases the manufacturer's list price shall be rounded off to the nearest \$100 and the actual permit fee shall be rounded off to the nearest dollar.

III. If the permit is issued for a vehicle specified in RSA 261:141, III in a month other than the month in which the anniversary of the owner's birth occurs, the amount of the permit fee shall be changed as follows:

(a) If the month in which the anniversary of the owner's birth occurs will be one of the next 4 months, the permit fee shall be increased by 1/12 for each whole month or part thereof remaining until the end of the month in which such anniversary will occur and the owner shall not be required to obtain a permit for the next registration period.

(b) In all other cases for vehicles specified in RSA 261:141, III the permit fee shall be determined by multiplying 1/12 of the permit fee for the vehicle times the total number of whole months and any part of a month remaining until the end of the month in which the anniversary of the owner's birth occurs, and the owner shall be required to obtain a permit for the next registration period.

IV. Each designated city official as the city government may designate and the town clerk of each town shall use the straight line method in computing fees stipulated in paragraph I for any registration. The straight line method means that no registrant shall pay less or more than 12 months at each stipulated mill rate, whether such 12 months extend over one or more registration periods. The

mill rate to be charged on a vehicle originally offered for registration by a registrant shall be based on the year of manufacture of the said vehicle and shall continue for the next 12 months, including the month of registration. For each successive 12 months registration of the same vehicle thereafter, whether or not such 12 months registration extends beyond one or more registration periods, the fees to be charged shall be computed successively at the next lower mill rate; provided, that the minimum rate to be charged for any registration shall always be 3 mills on each dollar of the maker's list price of a vehicle.

V. Beginning July 1, 1989, in addition to each registration fee collected under paragraph I, there may be collected an additional fee for the purposes of a town reclamation trust fund as established in RSA 149-M:18. Of this amount, \$.50 shall be retained by the city official designated by the city government or by the town clerk for administrative costs and the remaining amount shall be deposited into the reclamation trust fund established by the town for the purpose of paying collection and disposal fees for the town's motor vehicle waste and paying for the recycling and reclamation of other types of solid waste. For the purposes of this paragraph, "motor vehicle waste" means "motor vehicle waste" as defined in RSA 149-M:18. A town which collects such additional fees shall not charge a disposal fee for motor vehicle waste at the town's solid waste disposal facility. If a town finds the additional fee is not sufficient to cover fees for collection and disposal of town motor vehicle waste, it shall notify the office of strategic initiatives. The office shall study the fee in accordance with RSA 4-C:1 and make recommendations, if necessary, for increases in the fee. The additional fee schedule shall be graduated by class of vehicle as follows:

(a) The fee for heavy vehicles, including mobile homes and house trailers, heavy trucks and truck-tractors whose gross weight exceeds 18,000 pounds, and buses shall be \$5.

(b) Unless otherwise provided, the fee for automobiles, light vehicles including trucks, and commercial motorized vehicles including tractor trailers, shall be \$3.

(c) Unless otherwise provided, the fee for special use vehicles including all-terrain vehicles, agricultural and farm vehicles, and antique vehicles and for 2-wheeled vehicles including mopeds, motorcycles, and automobile utility trailers, shall be \$2.

VI. (a) Beginning on July 1, 1997, in addition to the motor vehicle registration fees collected under paragraphs I and V, the legislative body of a municipality may vote to collect an additional fee for the purpose of supporting a municipal and transportation improvement fund, which shall be a capital reserve fund established for this purpose and governed by the provisions of RSA 34 and RSA 35 for cities and towns, respectively. Of the amount collected, up to 10 percent, but not more than \$0.50 of each fee paid, may be retained by the local official designated by the municipal government or by the town or city clerk for administrative costs. The remaining amount shall be deposited into the municipal transportation improvement fund established to allow a community to fund, wholly or in part, improvements in the local or regional transportation system including roads, bridges, bicycle and pedestrian facilities, parking and intermodal facilities, electric vehicle charging stations, and public transportation. The funds may be used for engineering, right-of-way acquisition, and construction costs of transportation facilities, including electric vehicle charging stations, and for operating and capital costs of public transportation only. The funds may be used as matching funds for state or federal funds allocated for local or regional transportation improvements. Such funds shall not be used to offset any other non-transportation appropriations made by the municipality.

(b) The maximum fee charged under this paragraph shall be \$5. The municipality shall establish the required fee, up to the maximum amount allowable, based on anticipated funding needs for transportation improvements. The additional fee shall be collected from all vehicles, both passenger and commercial, with the exception of all terrain vehicles as defined in RSA 215-A:1, I-b and antique motor vehicles or motorcycles, as defined in RSA 259:4.

(c) Any town or city may adopt the provisions of subparagraphs (a) and (b) for an optional additional motor vehicle registration fee to fund municipal transportation improvements in the

following manner:

(1) In a town, the question shall be placed on the warrant of a special or annual town meeting under the procedures set out in RSA 39:3, and shall be voted on by ballot. In a city, the legislative body may consider and act upon the question in accordance with their normal procedures for passage of resolutions, ordinances, and other legislation. The legislative body of a city may vote to place the question on the official ballot for any regular municipal election, or in the alternative, shall place the question on the official ballot for any regular municipal election upon submission to the legislative body of a petition signed by 5 percent of the registered voters.

(2) The selectmen or city council shall hold a public hearing on the question at least 15 days but not more than 30 days before the question is to be voted on. Notice of the hearing shall be posted in at least 2 public places in the municipality and published in a newspaper of general circulation at least 7 days before the hearing.

(3) A town or city may choose to restrict the use of the municipal transportation improvement fund to one or more of the transportation system modes provided for in paragraph VI(a). Any such restriction shall be so stated in the wording of the question.

(d) If a majority of those voting on the question vote "Yes," the additional motor vehicle registration fee shall apply within the town or city on the date set by the selectmen or the city council.


(e)(1) A town or city may consider rescinding its action in the manner described in subparagraph (c). The wording of the question shall be the same as that was adopted by the town or city, except the word "adopt" shall be changed to "rescind."

(2) If a majority of those voting on the question vote "Yes," following the action taken to rescind, the additional motor vehicle registration fee shall not apply within the town or city.

**Source.** 1919, 55:5. 1921, 120:3. 1925, 136:1. PL 100:14. 1927, 12:1. 1933, 29:1. 1941, 75:1. RL 116:20. 1945, 81:1. 1953, 130:2. RSA 260:27. 1963, 184:2. 1965, 153:2. 1975, 497:9. 1976, 3:3, 7. 1977, 314:4. 1979, 215:2. 1981, 146:1; 446:1, 2. 1983, 285:12. 1989, 263:9. 1991, 225:2. 1994, 42:2, 3. 1996, 251:10. 1998, 4:1. 1999, 265:1. 2003, 319:9. 2004, 257:44. 2010, 85:1. 2013, 168:2, 3, eff. July 1, 2013. 2016, 93:1, eff. Jan. 1, 2017; 99:1, eff. July 18, 2016. 2017, 156:64, eff. July 1, 2017.

**CITY OF PORTSMOUTH  
LEGAL DEPARTMENT  
MEMORANDUM**

DATE: February 28, 2018  
TO: JOHN P. BOHENKO, CITY MANAGER  
FROM: ROBERT P. SULLIVAN, CITY ATTORNEY  
RE: ORDINANCES IMPLEMENTING CHARTER AMENDMENTS FOR MARCH 5,  
2018 CITY COUNCIL AGENDA



---

As you are aware, the City Council has passed first reading, with amendments, of two ordinances necessary to implement the recent Charter Amendments relating to Conflict of Interest / Mandatory Financial Disclosure. At the February 20, 2018 Council meeting the second reading of both ordinances was continued to March 5, 2018 with the expectation that individual councilors would be proposing further amendments to them.

Pursuant to the foregoing attached are two brief packets concerning each ordinance. The packets contain a copy of each ordinance as currently amended and before the City Council as well as individual written amendment proposals for the March 5, 2018 Council meeting as suggested by City Councilors since February 20, 2018. Organizing the documents in this manner is an attempt to simplify an inherently and unavoidably confusing situation before the Council. Attached first in the packet is the ordinance amending Section 1.902 (Election Candidate Financial Disclosure) which would implement Charter Amendment 1. It is followed by the ordinance amending Section 1.901 (Municipal Officials Disclosures) which would implement Charter Amendment 2.

When each ordinance comes up on the Council agenda it will be at second reading. It would then be appropriate for the Council to consider by motion any of the proposed amendments that any Councilor wishes to bring forward. An appropriate motion on each of the proposed amendments would be, "to adopt as presented". Once each amendment has been considered an appropriate motion would be, "to adopt the ordinance as amended".

It should be noted that the proposed amendments are not consistent in all instances. If the Council should adopt two ordinances which are not consistent in language, then the final act of the City Council would be used to determine its intent. Thus, a later ordinance amendment would overrule any inconsistent language in an earlier ordinance amendment which has been adopted.

attachments

cc: Kelli L. Barnaby, City Clerk

h:\rps\city council\memo to cm re-ord (charter amds)

1 ORDINANCE #  
2 THE CITY OF PORTSMOUTH ORDAINS

Ordinance as it currently stands before  
the City Council at Second Reading

3  
4 That Chapter 1, Article IX, Section 1.9 - CONFLICT  
5 OF INTEREST of the ADMINISTRATIVE CODE of the Ordinances of the City of  
6 Portsmouth be amended to read as follows:  
7

8 ARTICLE IX CONFLICT OF INTEREST/ MANDATORY FINANCIAL DISCLOSURE  
9

10  
11 Section 1.902: ELECTION CANDIDATE FINANCIAL DISCLOSURE  
12

13 A. Required Disclosures Other than City Council: Any candidate running for School  
14 Board, Police or Fire Commissions receiving a monetary contribution from any  
15 one person or entity in the amount of a cumulative total of \$100.00 or more in  
16 any calendar year must make a good faith effort to report:  
17

18 1) In the case of an individual, the name, address, amount and date of  
19 contribution.  
20

21 In the case of an entity, the name, address, amount, date of  
22 contribution, actual nature of entity (eg. – voluntary association,  
23 LLC or Corporation), and the name of the person or persons who  
24 acted on behalf of the entity to make the contribution.  
25

26 B. Required Disclosures City Council: Each candidate for City Council and every  
27 political action committee supporting one or more candidates for City Council  
28 shall report contributions and expenditures prior to Election Day, including the  
29 candidate's total monetary expenditures for that election and the total monetary  
30 expenditures for each candidate or slate of candidates by the political action  
31 committee. The report of monetary contributions to the candidate or to a political  
32 action committee shall identify each contributor by name, address, amount and  
33 date of contribution.  
34

35 1) Political Action Committee: The term "Political Action Committee"  
36 (PAC) is any political committee raising and spending money to  
37 elect or defeat candidates to the Portsmouth City Council.  
38

39 C. The report must be filed, or updated as appropriate, with the Office of the City  
40 Clerk seven (7) days prior to any election at which that person is a candidate for  
41 any of the foregoing offices. Any contributions which would otherwise require  
42 reporting under this ordinance received within the seven days prior to the election  
43 must be submitted in a final report to the Office of the City Clerk no later than two  
44 weeks following the election.  
45

46 D. Violations: For violation and enforcement purposes, complaints alleging violation  
47 of the mandatory disclosure ordinance shall be administered in accordance with

48 the process and penalties available under the Municipal Code of Ethics,  
49 Reference Chapter 1, Article VIII.

50  
51 E. The City Clerk shall prepare forms which shall be utilized by all persons and  
52 political action committees subject to these disclosures.

53  
54 F. Public Records: All election candidate financial disclosures shall be public  
55 records.

56  
57 (Adopted Section 1.902 In Its Entirety 6/4/2007; amended 07/10/2017)

58  
59  
60 The City Clerk shall properly alphabetize and/or re-number the ordinance as  
61 necessary in accordance with this amendment.

62  
63 All ordinances or parts of ordinances inconsistent herewith are hereby deleted.

64  
65 This ordinance shall take effect upon its passage.

66  
67  
68  
69 APPROVED:

70 \_\_\_\_\_

71 Jack Blalock, Mayor

72  
73 ADOPTED BY COUNCIL:

74 \_\_\_\_\_  
75

76 Kelli L. Barnaby, City Clerk

77

78

79 H:\ordinances\ORDIRESO\1.9 - Amds inc



1 ORDINANCE #  
2 THE CITY OF PORTSMOUTH ORDAINS

Ordinance as it currently stands before  
the City Council at Second Reading

Amd proposed by Councilor Doug Roberts

3  
4 That Chapter 1, Article IX, Section 1.9 - CONFLICT  
5 OF INTEREST of the ADMINISTRATIVE CODE of the  
6 Ordinances of the City of Portsmouth be amended to read as follows (deletions from  
7 existing language ~~stricken in red~~; additions to existing language **bolded in red**;  
8 remaining language unchanged from existing):  
9

10 ARTICLE IX CONFLICT OF INTEREST/ MANDATORY FINANCIAL DISCLOSURE  
11

12  
13 Section 1.902: ELECTION CANDIDATE FINANCIAL DISCLOSURE  
14

15 A. Required Disclosures Other than City Council: Any candidate running for School  
16 Board, Police or Fire Commissions receiving a monetary contribution from any  
17 one person or entity in the amount of a cumulative total of \$100.00 or more in  
18 any calendar year must make a good faith effort to report:  
19

20 1) In the case of an individual, the name, address, amount and date of  
21 contribution.  
22

23 In the case of an entity, the name, address, amount, date of  
24 contribution, actual nature of entity (eg. – voluntary association,  
25 LLC or Corporation), and the name of the person or persons who  
26 acted on behalf of the entity to make the contribution.  
27

28 B. Required Disclosures City Council and Political Action Committee: Each  
29 candidate for City Council and every political action committee supporting one or  
30 more candidates for City Council **or acting to influence the vote on any local**  
31 **ballot or referendum question** shall report contributions and expenditures prior  
32 to Election Day, including the candidate's total monetary expenditures for that  
33 election and the total monetary expenditures for each candidate, ~~or~~ slate of  
34 candidates **or to influence the vote on any local ballot or referendum**  
35 **question** by the political action committee. **The reporting level for**  
36 **contributions to Political Action Committee shall be in a cumulative amount**  
37 **of one hundred dollars (\$100) or more per election.** The report of monetary  
38 contributions to the candidate or to a political action committee shall identify each  
39 contributor by name, address, amount and date of contribution.  
40

41 1) Political Action Committee: The term "Political Action Committee"  
42 (PAC) is any political committee raising and spending money to  
43 elect or defeat candidates to the Portsmouth City Council **or to**  
44 **influence the vote on any local ballot or referendum question.**  
45

46 C. The report must be filed, or updated as appropriate, with the Office of the City  
47 Clerk seven (7) days prior to any election at which that person is a candidate for

48 any of the foregoing offices. Any contributions which would otherwise require  
49 reporting under this ordinance received within the seven days prior to the election  
50 must be submitted in a final report to the Office of the City Clerk no later than two  
51 weeks following the election.

52  
53 D. Violations: For violation and enforcement purposes, complaints alleging violation  
54 of the mandatory disclosure ordinance shall be administered in accordance with  
55 the process and penalties available under the Municipal Code of Ethics,  
56 Reference Chapter 1, Article VIII.

57  
58 E. The City Clerk shall prepare forms which shall be utilized by all persons and  
59 political action committees subject to these disclosures.

60  
61 F. Public Records: All election candidate financial disclosures shall be public  
62 records.

63  
64 (Adopted Section 1.902 In Its Entirety 6/4/2007; amended 07/10/2017)

65  
66  
67 The City Clerk shall properly alphabetize and/or re-number the ordinance as  
68 necessary in accordance with this amendment.

69  
70 All ordinances or parts of ordinances inconsistent herewith are hereby deleted.

71  
72 This ordinance shall take effect upon its passage.

73  
74  
75  
76 APPROVED:

77  
78 \_\_\_\_\_  
79 Jack Blalock, Mayor

80 ADOPTED BY COUNCIL:

81  
82 \_\_\_\_\_  
83 Kelli L. Barnaby, City Clerk

84  
85  
86 H:\ordinances\ORDIRESO\1.9 - Amds inc (Roberts)

1 ORDINANCE #  
2 THE CITY OF PORTSMOUTH ORDAINS

Ordinance as it currently stands before  
the City Council at Second Reading

Amd proposed by Councilor Chris Dwyer

3  
4 That Chapter 1, Article IX, Section 1.9 - CONFLICT  
5 OF INTEREST of the ADMINISTRATIVE CODE of the  
6 Ordinances of the City of Portsmouth be amended to read as follows (deletions from  
7 existing language ~~stricken in red~~; additions to existing language **bolded in red**;  
8 remaining language unchanged from existing):  
9

10 ARTICLE IX CONFLICT OF INTEREST/ MANDATORY FINANCIAL DISCLOSURE  
11

12  
13 Section 1.902: ELECTION CANDIDATE FINANCIAL DISCLOSURE  
14

15 A. Required Disclosures Other than City Council: Any candidate running for School  
16 Board, Police or Fire Commissions receiving a monetary contribution from any  
17 one person or entity in the amount of a cumulative total of \$100.00 or more in  
18 any calendar year must make a good faith effort to report:  
19

20 1) In the case of an individual, the name, address, amount and date of  
21 contribution.  
22

23 In the case of an entity, the name, address, amount, date of  
24 contribution, actual nature of entity (eg. – voluntary association,  
25 LLC or Corporation), and the name of the person or persons who  
26 acted on behalf of the entity to make the contribution.  
27

28 B. Required Disclosures City Council: Each candidate for **elected office**~~City~~  
29 ~~Council~~ and every political action committee **influencing the election of**  
30 **candidates or determination of ballot questions**~~supporting one or more~~  
31 ~~candidates for City Council~~ shall report contributions and expenditures prior to  
32 Election Day, including the candidate's total monetary expenditures for that  
33 election and the total monetary expenditures **to influence the election of**  
34 **each candidates or outcome of ballot issues**~~or slate of candidates~~ by the  
35 political action committee. The report of monetary contributions to the candidate  
36 or to a political action committee shall identify each contributor by name,  
37 address, amount and date of contribution.  
38

39 1) Political Action Committee: The term "Political Action Committee"  
40 (PAC) is any **group, political**~~committee~~ **or organization** raising  
41 and spending money to elect or defeat candidates **for elective**  
42 **office or to influence ballot issues**~~to the Portsmouth City~~  
43 ~~Council~~.  
44

45 C. The report must be filed, or updated as appropriate, with the Office of the City  
46 Clerk seven (7) days prior to any election at which that person is a candidate for  
47 any of the foregoing offices. Any contributions which would otherwise require

48 reporting under this ordinance received within the seven days prior to the election  
49 must be submitted in a final report to the Office of the City Clerk no later than two  
50 weeks following the election.

51  
52 D. Violations: For violation and enforcement purposes, complaints alleging violation  
53 of the mandatory disclosure ordinance shall be administered in accordance with  
54 the process and penalties available under the Municipal Code of Ethics,  
55 Reference Chapter 1, Article VIII.

56  
57 E. The City Clerk shall prepare forms which shall be utilized by all persons and  
58 political action committees subject to these disclosures.

59  
60 F. Public Records: All election candidate financial disclosures shall be public  
61 records.

62  
63 (Adopted Section 1.902 In Its Entirety 6/4/2007; amended 07/10/2017)

64  
65  
66 The City Clerk shall properly alphabetize and/or re-number the ordinance as  
67 necessary in accordance with this amendment.

68  
69 All ordinances or parts of ordinances inconsistent herewith are hereby deleted.

70  
71 This ordinance shall take effect upon its passage.

72  
73  
74  
75 APPROVED:

76  
77 \_\_\_\_\_  
78 Jack Blalock, Mayor

79 ADOPTED BY COUNCIL:

80  
81 \_\_\_\_\_  
82 Kelli L. Barnaby, City Clerk

83  
84  
85 H:\ordinances\ORDIRESO\1.9 - Amds inc (Dwyer)

1 ORDINANCE #  
2 THE CITY OF PORTSMOUTH ORDAINS

Ordinance as it currently stands before  
the City Council at Second Reading

Amd proposed by Councilor Josh Denton

3  
4 That Chapter 1, Article IX, Section 1.9 - CONFLICT  
5 OF INTEREST of the ADMINISTRATIVE CODE of the  
6 Ordinances of the City of Portsmouth be amended to read as follows (deletions from  
7 existing language ~~stricken in red~~; additions to existing language **bolded in red**;  
8 remaining language unchanged from existing):  
9

10 ARTICLE IX CONFLICT OF INTEREST/ MANDATORY FINANCIAL DISCLOSURE  
11

12  
13 Section 1.902: ELECTION CANDIDATE FINANCIAL DISCLOSURE  
14

15 ~~A. Required Disclosures Other than City Council: Any candidate running for School~~  
16 ~~Board, Police or Fire Commissions receiving a monetary contribution from any~~  
17 ~~one person or entity in the amount of a cumulative total of \$100.00 or more in~~  
18 ~~any calendar year must make a good faith effort to report:~~  
19

20 ~~1) In the case of an individual, the name, address, amount and date of~~  
21 ~~contribution.~~  
22

23 ~~— In the case of an entity, the name, address, amount, date of~~  
24 ~~contribution, actual nature of entity (eg. voluntary association,~~  
25 ~~LLC or Corporation), and the name of the person or persons who~~  
26 ~~acted on behalf of the entity to make the contribution.~~  
27

28 **B.A. Required Disclosures City Council: Each candidate for City Council, **School****  
29 **Board, Police or Fire Commissions, and every Political Action Committee**  
30 **supporting one or more candidates ~~for City Council or Charter Amendments~~**  
31 **shall report contributions and expenditures prior to Election Day, including the**  
32 **candidate's total monetary expenditures for that election and the total monetary**  
33 **expenditures for each candidate, ~~or~~ slate of candidates, **or Charter****  
34 **Amendments by the **Political Action Committee**. The report of monetary**  
35 **contributions to the candidate or to a **Political Action Committee** shall identify**  
36 **each contributor by name, address, amount and date of contribution.**  
37

38 1) **Political Action Committee: The term "Political Action Committee"**  
39 **(PAC) is any political committee raising and spending money to**  
40 **elect or defeat candidates **for City Council, School Board, Police****  
41 ****and Fire Commissions or pass or defeat Charter Amendments****  
42 **~~to the Portsmouth City Council.~~**  
43

44 **C.B. The report must be filed, or updated as appropriate, with the Office of the City**  
45 **Clerk seven (7) days prior to any election at which that person is a candidate for**  
46 **any of the foregoing offices. Any contributions which would otherwise require**  
47 **reporting under this ordinance received within the seven days prior to the election**

48 must be submitted in a final report to the Office of the City Clerk no later than two  
49 weeks following the election.

50

51 **D.C.** Violations: For violation and enforcement purposes, complaints alleging violation  
52 of the mandatory disclosure ordinance shall be administered in accordance with  
53 the process and penalties available under the Municipal Code of Ethics,  
54 Reference Chapter 1, Article VIII.

55

56 **E.D.** The City Clerk shall prepare forms which shall be utilized by all persons and  
57 **Political Action Committees** subject to these disclosures.

58

59 **F.E.** Public Records: All election candidate financial disclosures shall be public  
60 records.

61

62 (Adopted Section 1.902 In Its Entirety 6/4/2007; amended 07/10/2017)

63

64

65 The City Clerk shall properly alphabetize and/or re-number the ordinance as  
66 necessary in accordance with this amendment.

67

68 All ordinances or parts of ordinances inconsistent herewith are hereby deleted.

69

70 This ordinance shall take effect upon its passage.

71

72

73

74

APPROVED:

75

\_\_\_\_\_

76

Jack Blalock, Mayor

77

78 ADOPTED BY COUNCIL:

79

80

\_\_\_\_\_

81 Kelli L. Barnaby, City Clerk

82

83

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H:\ordinances\ORDIRESO\1.9 - Amds inc (Denton)

1 ORDINANCE #  
2 THE CITY OF PORTSMOUTH ORDAINS

Ordinance as it currently stands before  
the City Council at Second Reading

Amd proposed by Councilor Rebecca Perkins

3  
4 That Chapter 1, Article IX, Section 1.9 - CONFLICT  
5 OF INTEREST of the ADMINISTRATIVE CODE of the  
6 Ordinances of the City of Portsmouth be amended to read as follows (deletions from  
7 existing language ~~stricken in red~~; additions to existing language **bolded in red**;  
8 remaining language unchanged from existing):  
9

10 ARTICLE IX CONFLICT OF INTEREST/ MANDATORY FINANCIAL DISCLOSURE

11  
12  
13 Section 1.902: ELECTION CANDIDATE FINANCIAL DISCLOSURE

14  
15 A. Required Disclosures: Any candidate running for **City Council**, School Board,  
16 Police or Fire Commissions, **or any Political Action Committee**, receiving a  
17 monetary contribution from any one person or entity in the amount of a  
18 cumulative total of \$100.00 or more in any calendar year must make a good faith  
19 effort to report:

20  
21 1) In the case of an individual, the name, address, amount and date of  
22 contribution.

23  
24 2) In the case of an entity, the name, address, amount, date of  
25 contribution, actual nature of entity (eg. – voluntary association,  
26 LLC or Corporation), and the name of the person or persons who  
27 acted on behalf of the entity to make the contribution.  
28

29 ~~B. Required Disclosures City Council: Any candidate running for City Council or~~  
30 ~~any Political Action Committee receiving a monetary contribution from any one~~  
31 ~~person or entity in the amount of a cumulative total of \$100.00 or more in any~~  
32 ~~calendar year must make a good faith effort to report: Each candidate for City~~  
33 ~~Council and every political action committee supporting one or more candidates~~  
34 ~~for City Council shall report contributions and expenditures prior to Election Day,~~  
35 ~~including the candidate's total monetary expenditures for that election and the~~  
36 ~~total monetary expenditures for each candidate or slate of candidates by the~~  
37 ~~political action committee. The report of monetary contributions to the candidate~~  
38 ~~or to a political action committee shall identify each contributor by name,~~  
39 ~~address, amount and date of contribution.~~  
40

41 ~~B.1) Political Action Committee: The term "Political Action Committee" (PAC) is any~~  
42 ~~political committee group of two (2) or more individuals which raising and~~  
43 ~~makes expenditures spending money to elect or defeat candidates to the~~  
44 ~~Portsmouth City Council.~~  
45

46 C. The report must be filed, or updated as appropriate, with the Office of the City  
47 Clerk seven (7) days prior to any election at which that person is a candidate for

48 any of the foregoing offices. Any contributions which would otherwise require  
49 reporting under this ordinance received within the seven days prior to the election  
50 must be submitted in a final report to the Office of the City Clerk no later than two  
51 weeks following the election.  
52

53 D. Violations: For violation and enforcement purposes, complaints alleging violation  
54 of the mandatory disclosure ordinance shall be administered in accordance with  
55 the process and penalties available under the Municipal Code of Ethics,  
56 Reference Chapter 1, Article VIII.  
57

58 E. The City Clerk shall prepare forms which shall be utilized by all persons and  
59 political action committees subject to these disclosures.  
60

61 F. Public Records: All election candidate financial disclosures shall be public  
62 records.  
63

64 (Adopted Section 1.902 In Its Entirety 6/4/2007; amended 07/10/2017)  
65

66  
67 The City Clerk shall properly alphabetize and/or re-number the ordinance as  
68 necessary in accordance with this amendment.  
69

70 All ordinances or parts of ordinances inconsistent herewith are hereby deleted.  
71

72 This ordinance shall take effect upon its passage.  
73  
74  
75  
76

APPROVED:

\_\_\_\_\_  
Jack Blalock, Mayor

79  
80 ADOPTED BY COUNCIL:  
81  
82

\_\_\_\_\_  
83 Kelli L. Barnaby, City Clerk  
84  
85

86 H:\ordinances\ORDIRESO\1.9 - Amds inc (Perkins)



1 ORDINANCE #  
2 THE CITY OF PORTSMOUTH ORDAINS

Ordinance as it currently stands before  
the City Council at Second Reading

3  
4 That Chapter 1, Article IX, Section 1.901: -  
5 CONFLICT OF INTEREST of the ADMINISTRATIVE CODE of the Ordinances of the  
6 City of Portsmouth be amended to read as follows:  
7

8 ARTICLE IX CONFLICT OF INTEREST/ MANDATORY FINANCIAL DISCLOSURE  
9

10 Section 1.901: MUNICIPAL OFFICIALS DISCLOSURES  
11

12 A. Preliminary: This ordinance is adopted by the City of Portsmouth in compliance  
13 with the mandate contained in the Charter Amendment entitled "CONFLICT OF  
14 INTEREST" which was adopted by referendum vote of the City of Portsmouth on  
15 November 3, 1987 as amended pursuant to referendum vote of the City of  
16 Portsmouth on November 7, 2017. This ordinance may be referred to as the  
17 Mandatory Disclosure Ordinance.  
18

19 B. Definition: For purposes of this Article only, the following terms shall be defined in  
20 the following manner:  
21

22 Municipal Official: For the purpose of mandatory financial disclosure, the term  
23 "Municipal Official" in this provision shall include members of the City Council,  
24 School Board, Police Commission, Fire Commission, Planning Board, Zoning  
25 Board of Adjustment and Historic District Commission.  
26

27 Income: The term "income" shall be defined as a gain of recurrent benefit usually  
28 measured in money that derives from capital, labor, or investment.  
29

30 Capital Assets: The term 'capital assets' shall be defined to include interests and  
31 investments in Portsmouth-based businesses, businesses owned by Portsmouth  
32 residents, and businesses which transact business with the City of Portsmouth.  
33

34 Financial Disclosure Statement: The term "financial disclosure statement" shall  
35 mean a written statement, given under oath:  
36

37 1) Listing an individual's primary source of annual income and capital  
38 assets. However, in no instance shall disclosure be mandated of any  
39 capital asset whose value at the time of disclosure is below Ten  
40 Thousand (\$10,000) dollars nor shall the value of any source of income or  
41 the value of any capital asset be required for disclosure.  
42

43 2) Listing any sources of income, whether or not connected with the City  
44 of Portsmouth which produce income in an amount greater than \$10,000  
45 calculated annually on a per calendar year basis.  
46

- 47 C. Obligation of All Municipal Officials: All municipal officials will maintain an updated  
48 financial disclosure statement in the Office of the City Clerk. The Financial  
49 Disclosure Statement shall be updated annually as of June 30th. Forms shall be  
50 based on the form used by the State to implement RSA 15-A (attached) prepared  
51 by the City Clerk for approval by the City Council and made available to all  
52 municipal officials for this purpose.  
53
- 54 D. Determining Violations: For violation and enforcement purposes, complaints  
55 alleging violation of the mandatory disclosure ordinances shall be administered in  
56 accordance with the process under the Municipal Code of Ethics, Reference  
57 Chapter I, Article VIII.  
58
- 59 E. Public Records: Financial Disclosure Statements shall be public records.  
60 (Amended 6/4/2007)  
61
- 62 F. Return of Records: Financial Disclosure Statements shall be returned to the public  
63 official six (6) months after leaving office. (Adopted In Its Entirety 3/21/88,  
64 Amended 3/28/88)  
65
- 66 G. Penalties: Any violation of this article shall be subject to the penalties prescribed  
67 for violation of the City Code of Ethics, Sec. 1.801 et seq.  
68

69 The City Clerk shall properly alphabetize and/or re-number the ordinance as  
70 necessary in accordance with this amendment.  
71

72 All ordinances or parts of ordinances inconsistent herewith are hereby deleted.  
73

74 This ordinance shall take effect upon its passage.  
75

76 APPROVED:

77 \_\_\_\_\_  
78 Jack Blalock, Mayor  
79

80 ADOPTED BY COUNCIL:

81 \_\_\_\_\_  
82 Kelli L. Barnaby, City Clerk  
83  
84  
85

1 ORDINANCE #  
2 THE CITY OF PORTSMOUTH ORDAINS

Ordinance as it currently stands before the  
City Council at Second Reading  
Amd proposed by Councilor Doug Roberts

3  
4 That Chapter 1, Article IX, Section 1.901: -  
5 CONFLICT OF INTEREST of the ADMINISTRATIVE  
6 CODE of the Ordinances of the City of Portsmouth be amended to read as follows  
7 (deletions from existing language ~~stricken-in-red~~; additions to existing language **bolded**  
8 **in red**; remaining language unchanged from existing):  
9

10 ARTICLE IX CONFLICT OF INTEREST/ MANDATORY FINANCIAL DISCLOSURE

11  
12 Section 1.901: MUNICIPAL OFFICIALS DISCLOSURES

13  
14 A. Preliminary: This ordinance is adopted by the City of Portsmouth in compliance  
15 with the mandate contained in the Charter Amendment entitled "CONFLICT OF  
16 INTEREST" which was adopted by referendum vote of the City of Portsmouth on  
17 November 3, 1987 as amended pursuant to referendum vote of the City of  
18 Portsmouth on November 7, 2017. This ordinance may be referred to as the  
19 Mandatory Disclosure Ordinance.  
20

21 B. Definition: For purposes of this Article only, the following terms shall be defined in  
22 the following manner:  
23

24 Municipal Official: For the purpose of mandatory financial disclosure, the term  
25 "Municipal Official" in this provision shall include members of the City Council,  
26 School Board, Police Commission, Fire Commission, Planning Board, Zoning  
27 Board of Adjustment and Historic District Commission.  
28

29 Income: The term "income" shall be defined as a gain of recurrent benefit usually  
30 measured in money that derives from capital, labor, or investment.  
31

32 Capital Assets: The term 'capital assets' shall be defined to include interests and  
33 investments in Portsmouth-based businesses, businesses owned by Portsmouth  
34 residents, and businesses which transact business with the City of Portsmouth.  
35

36 Financial Disclosure Statement: The term "financial disclosure statement" shall  
37 mean a written statement, given under oath:  
38

- 39 1) Listing an individual's primary source of annual income and capital  
40 assets. However, in no instance shall disclosure be mandated of any  
41 capital asset whose value at the time of disclosure is below Ten  
42 Thousand (\$10,000) dollars nor shall the value of any source of income or  
43 the value of any capital asset be required for disclosure.  
44

45 2) Listing any sources of income, whether or not connected with the City  
46 of Portsmouth, which **individually** produce income in an amount greater  
47 than \$10,000 calculated annually on a per calendar year basis.  
48

- 49 C. Obligation of All Municipal Officials: All municipal officials will maintain an updated  
50 financial disclosure statement in the Office of the City Clerk. The Financial  
51 Disclosure Statement shall be updated annually as of June 30th. Forms shall be  
52 based on the form used by the State to implement RSA 15-A (attached) prepared  
53 by the City Clerk for approval by the City Council and made available to all  
54 municipal officials for this purpose.  
55
- 56 D. Determining Violations: For violation and enforcement purposes, complaints  
57 alleging violation of the mandatory disclosure ordinances shall be administered in  
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59 Chapter I, Article VIII.  
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- 61 E. Public Records: Financial Disclosure Statements shall be public records.  
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87 H:\ordinances\ORDIRESO\1.901 - Amd (Roberts)

1 ORDINANCE #  
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Ordinance as it currently stands before  
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33 ~~investments in Portsmouth-based businesses, businesses owned by Portsmouth~~  
34 ~~residents, and businesses which transact business with the City of Portsmouth.~~  
35 **The term 'capital assets' shall be defined to include interests and**  
36 **investments in Portsmouth-based businesses, businesses owned by**  
37 **Portsmouth residents and businesses which transact business with the**  
38 **City of Portsmouth. The term "capital assets" shall also be defined to**  
39 **include all real estate holdings and interests in real estate located in the**  
40 **City of Portsmouth.**

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87  
88  
89





DEPARTMENT OF THE ARMY  
54<sup>TH</sup> TROOP COMMAND  
1 MINUTEMAN WAY  
CONCORD, NH 03301



NGNH-TC

23 January 2018

MEMORANDUM FOR THE HONORABLE MAYOR JACK BLAYLOCK AND  
PORTSMOUTH CITY COUNCIL MEMBERS

SUBJECT: Event permit to conduct Best Warrior Competition using RTE 1A, 1B

1. To the Honorable City Mayor Jack Blaylock and council members. The New Hampshire Army National Guard would like to conduct our annual Best Warrior Competition foot march on 15 April 2018 from Ft. Constitution to Wallis Sands State Park and return to Ft. Constitution. It is a 4 hour event starting at 930am to 1:30 pm. The foot March will be conducted along the side of RTE 1A, 1B and back to 1A. See attached map.
2. The event will involve approximately 25 Soldiers carrying a 35lbs ruck sack and wearing military gear to include carrying a replica of an M16 rifle. The weapon is plastic and has no firing capabilities or bolt mechanism. There will be 2 support personnel every two miles at checkpoints along the route to insure soldiers do not deviate from the event path. Soldiers and detail personnel will be wearing a reflective safety vest or belt.
3. Respectfully request written authorization for use of roads or facilities from approving agencies.
4. Point of contact is the undersigned, (603) 225-1369 or [martin.j.wyman.mil@mail.mil](mailto:martin.j.wyman.mil@mail.mil).

Digitally signed by  
MARTIN J WYMAN, DN: cn=MARTIN J WYMAN, o=US Army, ou=US Army, email=MARTIN.J.WYMAN@army.mil, c=US  
Date: 2018.01.23 14:04:01 -0500

MARTIN J WYMAN  
SFC, NHARNG  
S3 NCO



DEPARTMENTS OF THE ARMY AND AIR FORCE  
NEW HAMPSHIRE NATIONAL GUARD  
JOINT FORCE HEADQUARTERS  
1 MINUTEMAN WAY  
CONCORD, NH 03301-5607

January 29, 2018

City of Portsmouth  
1 Junkins Avenue  
Portsmouth, NH 03801  
ATTN: Honorable Jack Blaylock, Mayor  
Portsmouth City Council

Re: Letter of Self-Insurance

Honorable Sir and Councilors,

The New Hampshire Army National Guard (NHARNG) informs me that you have requested a proof of insurance in connection with the NHARNG's Best Warrior Competition road march event in Portsmouth, NH, which will involve the usage of a public road(s). Our Soldiers will be using the public road(s) on 15 April 2018.

This letter is to inform you that the New Hampshire National Guard is "self-insured" to the extent that it is an entity of The United States, and an agency of The State of New Hampshire. Any and all claims which arise from the stated activity shall be administered in accordance the claims process made available under the laws of the United States (Federal Tort Claims Act, Title 28 United States Code, Sections 1346(b), 2401, 2671-2680) and the laws of the state of New Hampshire. Because the governmental entities are self-insured we are prohibited from purchasing liability insurance.

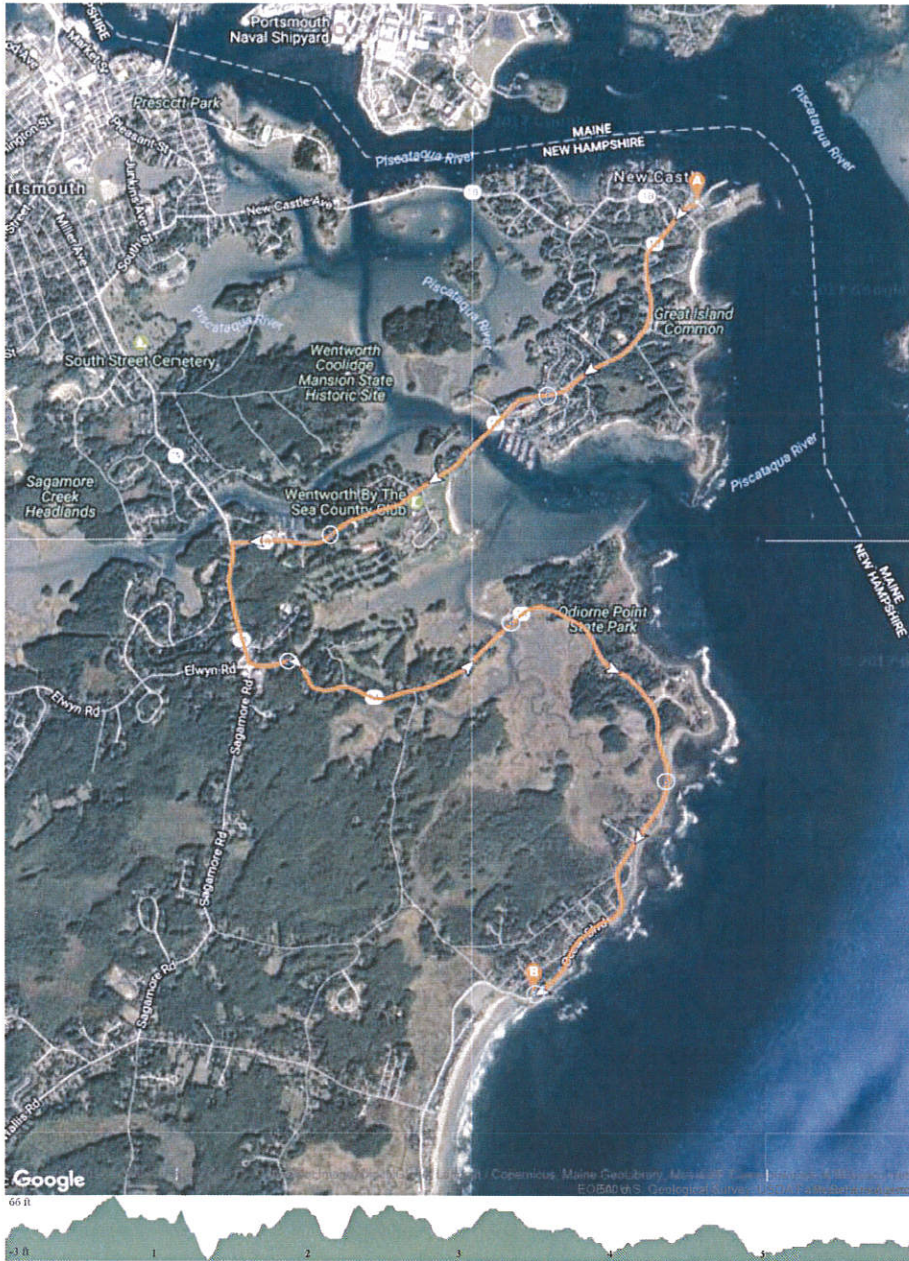
Please accept this letter as certification of our proof of insurance. If you have any questions please do not hesitate to contact my office at 603-227-1592.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Chang".

Jeffrey S. Chang, MAJ, NHNG  
Legal Advisor to the Adjutant General

plotaroute.com - Ruck March (6.010 miles)



AIDS RESPONSE  
Seacoast  
Care and Prevention



February 14, 2018

John Bohenko, Portsmouth City Manager  
Portsmouth City Council  
1 Junkins Ave.  
Portsmouth, NH 03801



Dear Mr. Bohenko and Portsmouth City Council:

The purpose of this letter is to seek permission from the Portsmouth City Council to conduct our 22<sup>nd</sup> Annual Seacoast AIDS Walk and Dog Walk on Sunday, May 6, 2018 from 10:00 AM to 5:00 PM. The walk will begin at 2PM and end around 5PM in the lower parking lot at the Portsmouth Municipal Complex. Approximately 100 persons will be in attendance. In addition, we would like permission to place 5 temporary 2' by 4' a-frame signs to mark the route. The route will be the same as last year – a map has been enclosed for your review.

AIDS Response Seacoast greatly appreciates the City of Portsmouth's support in past years. The Annual Seacoast AIDS Walk has become an increasingly popular and successful event for ARS and we rely upon it to increase awareness about HIV/AIDS and our mission in the Seacoast communities we serve.

If you have any questions please do not hesitate to contact me. Thank you for your consideration.

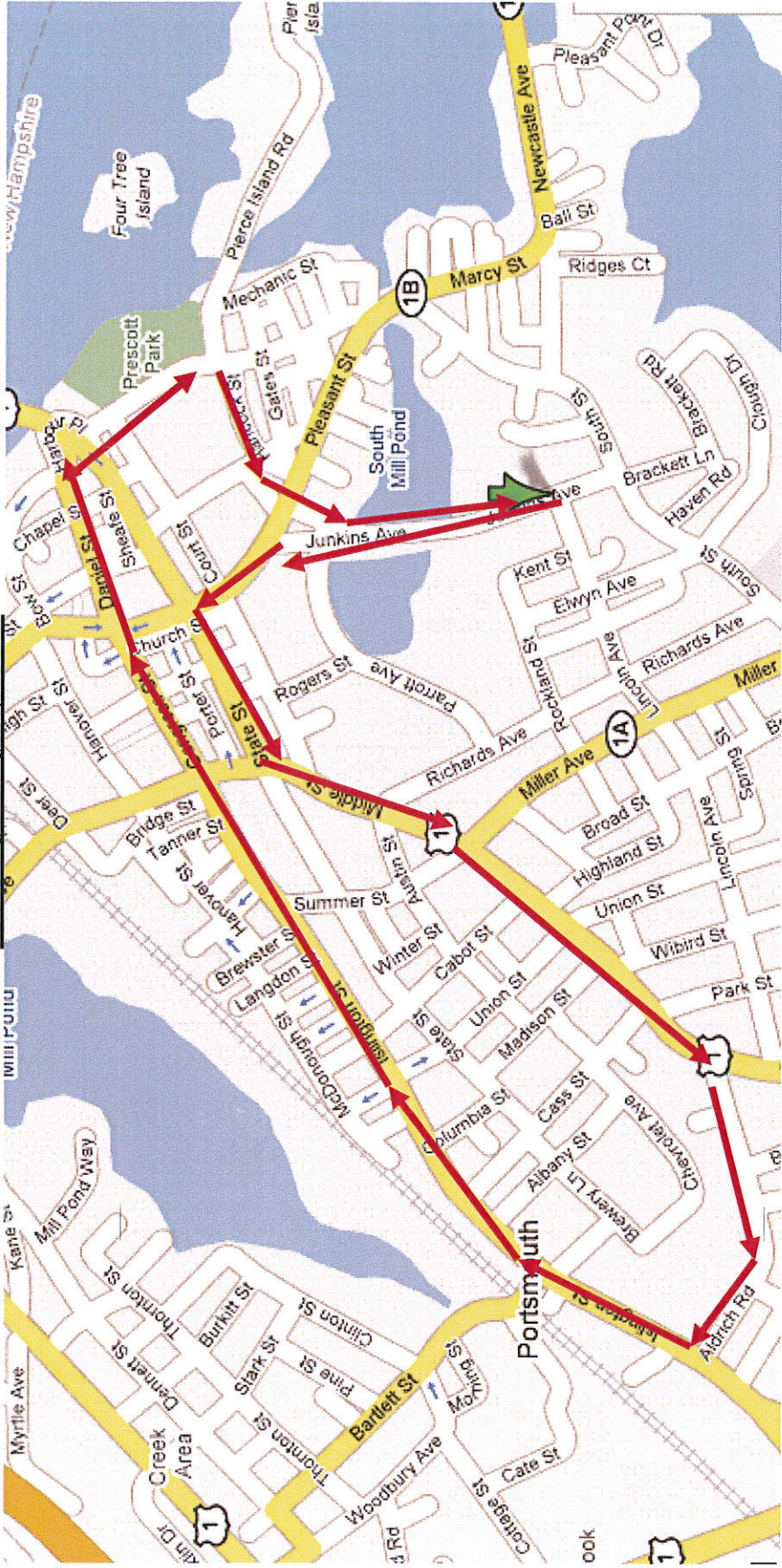
Sincerely,

A handwritten signature in blue ink that reads "Richard B. Wagner".

Richard B. Wagner  
Executive Director

# 2018 Seacoast AIDS Walk

Sunday May 6, 2018



The 2016 Seacoast AIDS Walk begins and ends at the Portsmouth Municipal Complex on Junkins Avenue, Portsmouth NH. Doggie Bags will be provided prior to departure and there will be refuse and water stops along the way.

The walk in a nutshell:

Right on Junkins, left on Pleasant, left on State, left on Middle, cross Middle at cross walk, right on Aldrich, right on Islington, straight through Congress and Daniel, through parking lot and through center island, down stairs, cross State St. onto Marcy, walk along the sidewalk beside Strawberry Banke, right on Hancock, through the park, then left on Junkins.

Please use Caution, Stay on the Sidewalks, and use the Cross-Walks. Be Safe and Have Fun

Google authorized map

February 15, 2018

John Bohenko, City Manager  
CC: Jack Blalock, Mayor



City of Portsmouth  
1 Junkins Ave  
Portsmouth, NH 03801

Re: Updated Request Letter. Portsmouth Maritime Folk Festival, September 29-30, 2018

Dear Sirs,

On behalf of the Portsmouth Maritime Folk Festival (PMFF), a New Hampshire Non Profit Corporation, I am requesting permission to hold the 19th Annual Portsmouth Maritime Folk Festival on Saturday and Sunday, September 29th and 30th, 2018. This free and open-to-the-public event will be modeled after those of the past 18 years which have been hailed as a success by the community. Shanty singing, musical talks on sailing history, and storytelling, celebrate Portsmouth's maritime tradition.

Our only request of the City of Portsmouth is the closing of 3 parking spaces on Pleasant Street, immediately in front of Breaking New Grounds and the RiRa Pub (22 Market Square) – all day, until 6PM, on Sunday, September 30th. This helps us manage the noise and commotion that a number of loud motorcycles would usually present in those parking spaces.

We ask the City to place 7 barricades (disassembled) on the curb by Saturday evening, September 29th. We assemble the barricades and place them with our own “No Parking” signs early Sunday morning.

Our schedule is as follows:

**Saturday, September 29th:**

10 -11 AM

Shanty singers call the festival to a start in the public sidewalk area facing 22 Market Square. This is outside the RiRa Pub which welcomes our presence. We do not impede or endanger the regular pedestrian traffic. Singers stroll to various locations on Congress Street to announce the weekend festivities—singing on the sidewalk at Popovers, Celtic Crossing, Friendly Toast, Portsmouth Athenaeum, and Commercial Alley.

10AM - 2 PM

Showcase Performances at Moffat Ladd Warehouse, the John Paul Jones House front lawn (with the Portsmouth Discover Center as an alternate location in case of inclement

weather), and Anchor Line. A simultaneous song writing contest is held at Oppenheimer and Co.

2:30 –4:30 PM

Shanty Singing at the Portsmouth Gas Light Restaurant, 64 Market Street, and RiRa Pub, 22 Market Square.

7 - 10 PM

Evening Concert at Sanborn Hall (First United Methodist Church) on Miller Ave.

10 PM-Midnight

Festival open reception for performers and fans at Book and Bar.

**Sunday, September 30th:**

1 - 4:30 PM

Cameo concerts and shanty singing at The Portsmouth Athenaeum, Oppenheimer, Book and Bar, Anchor Line, Clip Joint, and RiRa Pub (outside on the sidewalk facing the pub, weather permitting; inside the pub in the case of inclement weather).

5:00 PM-- Festival Close.

The performers gather outside RiRa Pub, 22 Market Square, for a few last rousing shanties to officially close the festival.

We sincerely hope that our plans meet with the approval of the City Council, and further invite the members of the Council to come and join us for a weekend of maritime history, tradition and song.

Thank you for your time and consideration,



Bruce MacIntyre  
PMFF Board

603-659-7974, 10 Lamprey Lane, Lee, NH 03861

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# MEMORANDUM

---

**TO:** John Bohenko, City Manager

**FROM:** Juliet T. H. Walker, Planning Director *JTW*

**DATE:** February 26, 2018

**RE:** City Council Referral – Projecting Sign  
Address: 65 Bow Street  
Business Name: Cotillion Bureau  
Business Owner: Rebecca Earle

---

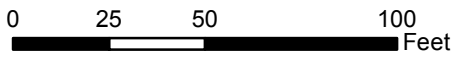
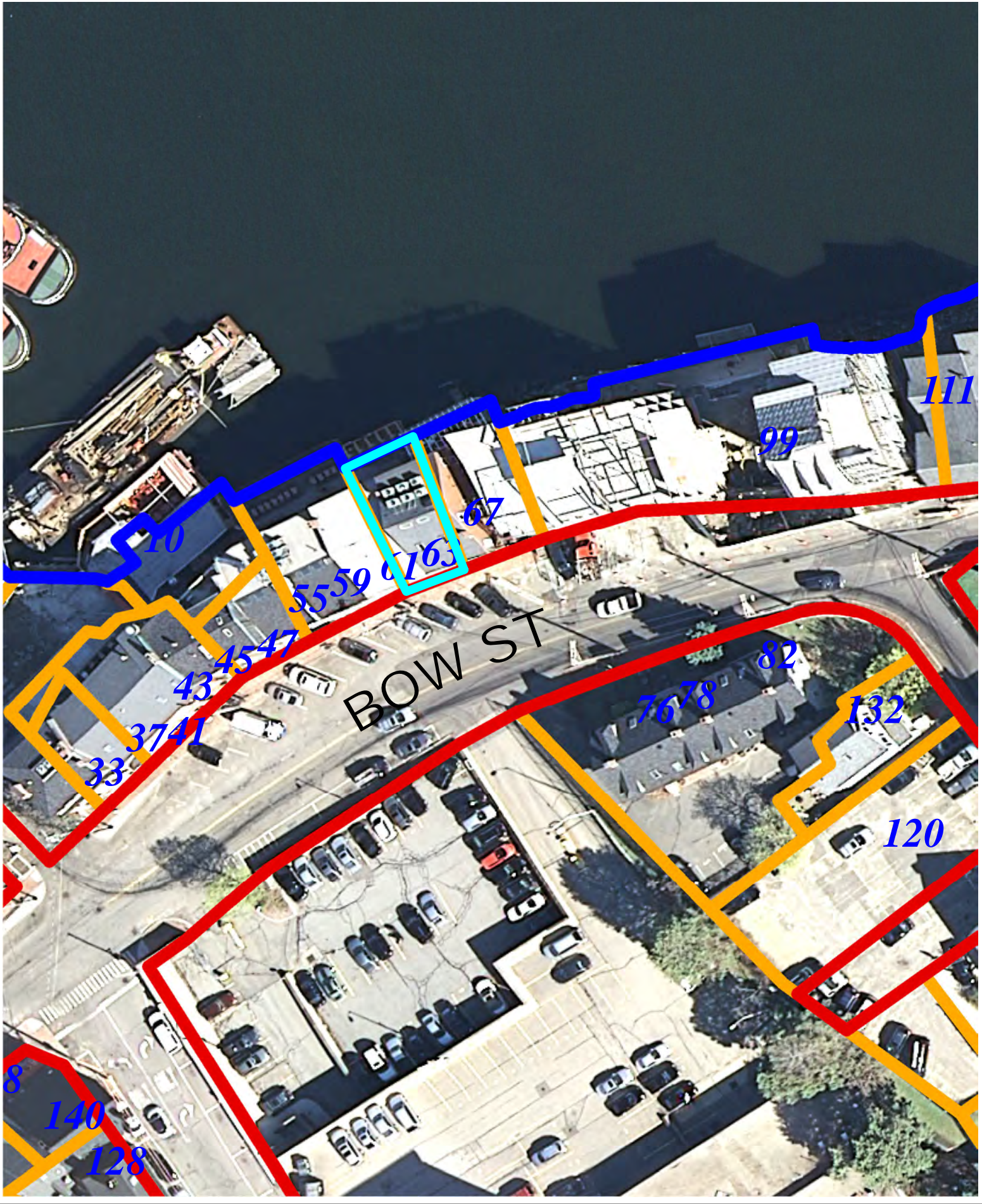
Permission is being sought to install a projecting sign that extends over the public right of way, as follows:

Sign dimensions: 48" x 36"  
Sign area: 12 sq. ft.

The proposed sign complies with zoning requirements. If a license is granted by the City Council, no other municipal approvals are needed. Therefore, I recommend approval of a revocable municipal license, subject to the following conditions:

1. The license shall be approved by the Legal Department as to content and form;
2. Any removal or relocation of the sign, for any reason, shall be done at no cost to the City; and
3. Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the sign, for any reason, shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works.





**Request for license  
65 Bow Street**



Hanging Sign:  
Height 48"  
Width 36"  
12 square feet total



Text on Canopies:  
5" tall  
6' wide  
3 square feet total

Window Decals:  
14" tall  
10" wide  
2 square feet total

CITY COUNCIL E-MAILS

February 21, 2018 – March 5, 2018

MARCH 5, 2018 CITY COUNCIL MEETING

(Updated 03/05/2018 @ 1:00 p.m.)

New Content begins page 6

Below is the result of your feedback form. It was submitted by Max Pruna ([prunamax@aol.com](mailto:prunamax@aol.com)) on Tuesday, February 20, 2018 at 12:29:48

-----  
address: 21 Lavanger Lane New Castle NH 03854

comments: Dear Portsmouth City Council,

We have been residents of New Castle NH for the past 5 years. It is our understanding that a portion of our water bill is earmarked for capital improvement. We want to make you aware that ever since we moved to our new constructed home in summer of 2013 our home water pressure has been pretty low. After some inquiring about our water pressure in our street we also have learned that the hydrant on Spring hill road, which is located about 500 feet away from our home, also has low pressure which means it would be hard for the Fire Department to fight fires in our street.

We are well aware that our town of New Castle is working towards updating approximately 90% of New Castle waterlines, but such upgrade doesn't include the Wentworth Road Main line, since that line is owned and operated by Portsmouth. So we urge the council to upgrade the Wentworth Water Line, so 100% of New Castle water lines are upgraded and we avoid leaving at risk 10% of the families in New Castle. It's important to highlight that your own study authored by Tighe & Bond in 2013 found that the Wentworth water line dates back to the 1880's and that replacing that water line was listed as the # 1 specific recommendation and to our understanding there are enough funds for water line upgrades.

Looking forward to a prompt resolution to this water line issue,

Sincerely,  
Max and Andrea Pruna

includeInRecords: on  
Engage: Submit

-----  
Below is the result of your feedback form. It was submitted by norman rice ([norman.rice3@gmail.com](mailto:norman.rice3@gmail.com)) on Tuesday, February 20, 2018 at 13:59:29

-----  
address: 75 spring hill road, new castle, nh 03854

comments: Dear City Council -

I am writing to this group to highlight my concerns about the water upgrade program planned for New Castle. I have been paying Portsmouth a capital improvement fee for over 10 years for water improvements that are sorely needed in my neighborhood. The current plan does NOT include upgrades to Spring Hill Road or Wentworth Road. This needs to be addressed.

Regards,  
Norman Rice  
75 Spring Hill Road  
New Castle, New Hampshire 03854  
includeInRecords: on

Below is the result of your feedback form. It was submitted by Jonathan wyckoff ([Jonmwyckoff@gmail.com](mailto:Jonmwyckoff@gmail.com)) on Tuesday, February 20, 2018 at 14:16:50

---

address: 135 Sparhawk st

comments: Dear Mayor Blalok and city councilors:

I would like to recommend the CIP budget for the Cate st extension project, although I do not think the funds are sufficient considering the importance of the project. This is something the Creek and West end neighborhoods have been requesting for many years. Everyone is probably familiar with the fact that there are growing pressures on our streets because of present growth and future developments ( 200 units) I would also urge the council to delay the rezoning application, re city manager Item #5, until proper traffic planning and public input.

As the current chair of the Creek Neighborhood Association, I speak for the largest group on Nextdoor, and we have had a number of discussions on both of these items. We are, in general, supportive of the Clipper Traders project as it helps clean up an area that is simply the roughest spot in Portsmouth. However, the traffic generated by this project has not been talked about. Certainly the Cate St extension could alleviate the problems of residences going north or south as well as allowing trucks a new route into Ricci's and lower Islington (with height restrictions). As Islington is going to be rebuilt and the Woodbury Ave bridge is scheduled for this fall, now is the time to examine the traffic and do any reconstruction of lower Bartlett st. Please urge the DPW to get the problems done at one time. It's not going to get better by itself. I truly believe that opening a new corridor into town will benefit all.

Thank you  
Jon Wyckoff

includeInRecords: on  
Engage: Submit

---

Below is the result of your feedback form. It was submitted by Jonathan Mosier ([jonathanmosier@gmail.com](mailto:jonathanmosier@gmail.com)) on Tuesday, February 20, 2018 at 19:12:04

---

address: 198 Islington St

comments: Hello,

I'm writing to request that the council not approve any further delay to this project. The safety and enjoyment of all who live on/around Islington and those who frequent it are negatively impacted by the current state of its streets, intersections, sidewalks, etc. The prioritization of this project will not only improve the West End's livability and real estate values, but also improve the esthetics of Portsmouth as a whole. I urge the council to consider prioritizing Phase 2 in-line with the original project plan and any avoid further delays.

Respectfully,  
Jonathan Mosier

includeInRecords: on  
Engage: Submit

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Below is the result of your feedback form. It was submitted by Thomas Alan Nies ([tnies@aol.com](mailto:tnies@aol.com)) on Tuesday, February 20, 2018 at 19:24:20

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address: 419 Richards Avenue

comments: Dear Councilors

The letter below was sent to the Police Commissioners on February 20. I am forwarding this so you are aware there is indeed interest in this year's budget development.

February 20, 2018

Dear Commissioner:

I watched the video of your recent Police Commission meeting where Chief Robert Merner presented an overview of his budget request. I compliment him on an excellent, clear presentation that made a strong case for increasing police department staffing. I was particularly pleased to see him make it clear that continued development brings additional costs, an obvious fact that this city tries to ignore. I believe, however, that his presentation was incomplete. I would like to offer my perspective on several issues raised by the presentation.

The underlying assumption of the Chief's presentation is that the status quo budget is an appropriate starting point. There wasn't any information presented that allows that assumption to be evaluated. Even accepting that current staffing levels are inadequate, there may be other budget items that are unnecessary. For example, there is some cost to the department's outreach efforts, such as PPDTV; I am not convinced that is an effective means of communication. The Commission needs to carefully examine the current budget for savings and should not accept that the status quo is the appropriate starting point. Commissioners need to accept that meaningful cost control will require a hard look at personnel costs.

If I interpret the presentation correctly, contractual obligations for benefit increases are adding over half a million dollars to the department's budget. Before Commissioners approve the requested increase in positions, the Chief should provide information on what that will mean for the department's budget from 2018 to 2019. My back of the envelope calculation is that this will mean a 5 percent increase, at a minimum, solely due to contractual obligations. Do you really believe the city will be willing to fund year after year increases of this amount?

The Chief makes the claim that "we can't shrink services." I don't agree. Traffic enforcement is a prime example. Has the recent increase in vehicle stops dramatically improved our city, or is this unnecessary? Should sponsors of special events assume more responsibility for the cost of police coverage? Should the number of special events be limited? Should Portsmouth continue to host the ICAC program? Budget realities force difficult choices.

I was struck by the Chief's comment that construction activities increase the demand for police services. Certainly it makes sense, but my question is why doesn't the city require developers to provide on-site security during construction? This seems eminently reasonable. I assumed this would be an issue that the Technical Advisory Committee could recommend – and was shocked to realize the police chief does not appear to be a member. If that is truly the case, the Commission should discuss whether this should be requested.

One of the Chief's opening slides summarized the increase in arrests from 2015 to 2017. I would note that the numbers presented for 2016 are much lower than those in the department's annual report. While there may be a simple explanation, the reason for the difference is not obvious to me and makes it difficult to evaluate what the trends really are.

My initial reaction is to support the request for two additional patrol officers. I have not formed an opinion on the crime analyst or evidence technician, and I oppose increasing the animal control officer to a full-time position. I don't believe the need has been demonstrated.

Thank-you for considering these comments as you discuss the 2018 budget.

Sincerely,  
Thomas A. Nies  
419 Richards Avenue  
Portsmouth, NH 03801  
[tnies@aol.com](mailto:tnies@aol.com)  
603-205-4081

includeInRecords: on  
Engage: Submit

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Below is the result of your feedback form. It was submitted by West End Resident ([jow2017jow@gmail.com](mailto:jow2017jow@gmail.com)) on Thursday, February 22, 2018 at 10:33:38

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address: Mcdonough Neighborhood

comments: Dear City Council.

I would like to request that the completion of the Market Street Gateway is delayed and that \$1.7m is used to commit to the entire Islington Corridor Project in FY2019 and FY2020. Phase 2 of Islington is estimated to cost \$2m in 2024. We understand that some additional funding for Phase 2 will need to come from sewer/water. As a city can we understand that exact impact? I think residents will be more than happy to incur that potential increase. In addition, we will be offsetting the cost by not committing to the needed paving and sidewalk work between now and 2024. The street is in horrible condition on the downtown end. We will also be able to avoid the added costs of a phased approach and the start/stops that come with it. Doing it as one single bid/project should save tax dollars.

I watched the City Council meeting on TV and appreciate the residents who spoke in favor of the Islington Corridor Project. Delaying the beautifying Market Street Gateway project for city visitors makes total sense. Islington has 20k to 30k cars a day and countless residents walking, biking, interacting on the street. You are hard pressed to see a single pedestrian on the Market Street Gateway. Tax dollars committed to a resident heavy area should be the city's focus, not a street mainly used by visitors. Market Street Gateway can easily happen in the future - it is actually in fine condition.

I urge you to be bold and commit to the residents in the West End. The idea of burying the lines was raised again. Yes, it would look great but please take it off the table. This will just cause more delays and cost. We need a serviceable street as soon as possible. Please commit to the entire Islington Corridor Project in FY2019 and FY2020. This is what the residents desperately want and need. You will be doing a great service for the city and the future of the growing West End. It will leave a lasting impact. The nearly 1,000 homes on the corridor would be proud of your focus on what is truly best for Portsmouth and its residents.

Regards,  
West End Resident

includeInRecords: on

Engage: Submit

Below is the result of your feedback form. It was submitted by Ted Jankowski ([thaddeusjj@gmail.com](mailto:thaddeusjj@gmail.com)) on Saturday, February 24, 2018 at 11:36:17

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address: 27 Franklin Street

comments: Hello - for those who missed our workshop on 4/15 , on the safest choice for a new playing field out at the stump dump, here is the link to the video.

<https://www.youtube.com/watch?v=A0RwxQH7L8c&t=2210s> We brought together some of the top independent experts in the country to provide a factual overview of our choice for a new field. I encourage you to please watch it and learn. At the workshop we also showed the following videos:

<https://www.youtube.com/watch?v=nws-ZpeaQJc> Natural Grass Fields in the City of Springfield, MA;

<https://www.youtube.com/watch?v=jHgN11fxzaU> Safer Alternatives for Athletic Fields by the TURI Institute at UMass/Lowell; <https://www.youtube.com/watch?v=UEVeAmqHTSM> Dr. Stuart Shalat, Director of the Division of Environmental Health at Georgia State University and

<https://www.youtube.com/watch?v=sjvzkc73w> Dr. Philip Landrigan, Director of the Children's Environmental Health Center at Mt. Sinai Hospital in NYC

Please look at the facts. If you review the one sided presentation by the industry (Weston and Sampson) to the City Council on 5/15/17 <https://www.youtube.com/watch?v=p3sgdSfMnJ0&feature=youtu.be> I hope that you will be compelled, as a new City Council, to review this important health issue. The city has not yet put the new field out to bid. Please take action today to protect the health of our kids, and get a bid on an organically maintained natural turf field. Thank you so much.

includeInRecords: on

Engage: Submit

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**NEW CONTENT BEGINS**

Below is the result of your feedback form. It was submitted by Anne Miller ([amiller.email@gmail.com](mailto:amiller.email@gmail.com)) on Thursday, March 1, 2018 at 10:18:23

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address: pob 72, 410 Wentworth Rd

comments:

City of Portsmouth

City Council

1 Junkins Avenue

Portsmouth, NH 03801

March 1, 2018

Dear Councilors,

As follow-up to the Capital Improvement Project (CIP) Public Hearing on February 20, 2018, we believe that the explanation provided by Mr. Goetz and Ms. Colbert Puff misinterpreted our issue, as it focused on the water line that serves the Town of New Castle system (north side of the island).

Our concern is with the south side of New Castle served by the Wentworth Road line. We are Portsmouth system customers, paying Portsmouth's retail rate, \$4.15/\$5.00 "of which \$2.60 per unit is directly related to the capital needs and debt repayment" (FY18 Portsmouth Water Budget), and are at the mercy of the City of Portsmouth when it comes to repairing our water supply's "history of pressure and flow deficiencies primarily due to the fact that it is at the furthest end of the water system, [and] has older and undersized water mains." (Tighe & Bond, 2013 Portsmouth Water System Master Plan)

Moreover, the City of Portsmouth was granted a franchise by the Public Utility Commission in 1962 to provide water to the south side of New Castle. The City's operations outside its borders are subject to the



PUC's jurisdiction under RSA 362:4, III-a, and it has a legal duty to provide service that is "reasonably safe and adequate" under RSA 374:1.

The 2013 Portsmouth Water System Master Plan designated the south side of New Castle as a top priority, specifically stating that:

"In reviewing the results, it appears that utilizing the Rye Water District line together with replacing the Wentworth Road water main (Scenario NC-14) would potentially provide more benefit to the New Castle available fire flows than replacing the Odiorne Point water main (NC-7) [This line is now failed and abandoned]. The planning-level costs estimates show that, together, these two projects are anticipated to cost less than the \$3.0 million currently in the City's CIP [\$3 million was available for repair of the now abandoned Odiorne line] and would provide more AFF improvement (34.7% vs. 9.1% Average New Castle AFF)." p. 3-55

At Tuesday's Hearing, Mr. Goetz and Ms. Colbert Puff alluded to a New Castle commitment and pointed to a November, 2017 letter from the City of Portsmouth. In fact, the letter addresses items of concern to the Town of New Castle system that serves the north side of the Island, but makes no commitment to the Portsmouth system, stating only that:

"The City does anticipate making upgrades to additional portions of the Portsmouth system that serve New Castle as those upgrades are needed and as funding is available. The City has previously identified funds in its Capital Improvement Plan for several such projects. That being said, the City is not prepared to make representations about future projects." (Portsmouth Acting City Manager, Ms. Colbert Puff, to Mr. Stewart, Chair, New Castle Select Board, November 14, 2017)

Confirming this lack of commitment, the \$3 million planned expense is no longer carried in the CIP. It is noted on page 35 but not scheduled as future debt.

While it is understood that the Rye bridge construction may be reason to hold off on that portion of the project, there is no such rationale for delaying replacement of the c. 1880 Wentworth Road water line (Main St. to Little Harbor Rd.) since this section does not abut/tie into the potential bridge line. The 2013 Water System Master Plan established that upgrading this section of the water utility should be a top priority for Portsmouth and the site is unrestricted.

Please make a Fiscal Year 2019 commitment to this first phase. It is time that the City of Portsmouth moves to bring adequate water to protect the health and safety of its New Castle-based ratepayers.

Respectfully submitted by,

Virginia Battles and Larry Leavitt, 19 Lavenger's Lane, New Castle Heather and Matt Ferro, 107 Spring Hill Road, New Castle Kate and John Fitzpatrick, 48 Spring Hill Road, New Castle Anne and Stephen Manion, 31 Spring Hill Road, New Castle Anne and Robert Miller, 410 Wentworth Road, New Castle Andrea and Max Pruna, 21 Lavenger's Lane, New Castle Pam and Norm Ramsey, 81 Spring Hill Road, New Castle Annie and Norm Rice, 75 Spring Hill Road, New Castle Jen and Carl Roediger, 51 Spring Hill Road, New Castle Genie and Jeff Smith, 102 Spring Hill Road, New Castle Janice and Richard Stanton, 68 Spring Hill Road, New Castle Sara Varela and Carlos Rincon, 17 Lavenger's Lane, New Castle Julie and Mark Whitehouse, 89 Spring Hill Road, New Castle

includeInRecords: on

Engage: Submit

Below is the result of your feedback form. It was submitted by Steve Hillman ([steveandkate@comcast.net](mailto:steveandkate@comcast.net)) on Thursday, March 1, 2018 at 15:12:21

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address: 399 Central Rd., Rye NH 03870

comments: Non-Toxic Portsmouth continues to warn us of the imminent dangers of using recycled rubber as the fill material for a proposed new turf field at the "stump dump" location in Portsmouth. As someone who spent nearly twenty years in the rubber molding industry and having worked in rubber manufacturing facilities throughout North America and Europe, I would like to clarify the information they have presented.

Let's start at the beginning. To make a product from rubber, a recipe or formula is needed. Adding all the ingredients together (polymers, fillers, curing agents, processing oils, etc.) is called compounding. Some of these raw materials/ingredients are certainly hazardous on their own – in their raw/pre-vulcanized state and in large quantities. Once rubber is compounded it is calendered or masticated (forced between two rollers to flatten) to form sheets for easier handling and processing. Next, the sheets are fed into molding or forming machines and under high heat and pressure the vulcanization or curing process takes place. Once the cycle is complete you have a finished rubber product which is 99% cured and becomes fully cured after several days rendering the product mostly inert. The most hazardous thing about rubber occurs in the production facilities during the molding or vulcanization process as the rubber compound out-gases during this time. When we think of rubber products, tires and automotive parts come to mind quickly – but how about gloves, boots/footwear, wetsuits, dive gear, sporting goods/protective gear and a myriad of medical devices – just to name a few.

Used tires were once the scourge of the land-fill and now they are a sought after recycling commodity successfully removing (and keeping out) thousands of tons of scrap rubber from landfills worldwide. Over 25 years ago a number of forward thinking rubber engineers devised a method to grind up scrap rubber and add a binding agent and then mold this recycled compound into sheets and other formed parts. These sheets/mats made of recycled rubber are now commonly found around the globe in livestock and horse stables, gym floors, track surfaces, playgrounds, industrial flooring and home and pool patios. Recycled or crumb rubber (with the metal from tire cording removed) is also used for turf field in-fill and as explained above is a completely inert/non-hazardous material, especially at this point in its life cycle making it an excellent choice for fill material.

A turf field with recycled rubber in-fill provides so many benefits and is really the smartest and safest way to go for maximum use and minimal maintenance. I am a parent of two teenage girls who have played (and currently play lacrosse and field hockey) and prefer to play on turf and have been regulars on the PHS turf since they were very young. I'm also a lacrosse coach and I prefer field turf as well. It provides a cushioned and true surface providing excellent foot stability for players in any weather, especially during the Spring – the worst weather season in NH. In hindsight, the regular cutting of grass would lead to constant painting of lines for football, soccer, field hockey and lacrosse. That would mean hundreds of gallons of spray paint (last time I looked, had a hazardous warning label on the can) would make direct contact with the ground – representing a real and constant hazard to the area (compared to crumb rubber) and added expense in materials and lab or to the city.

includeInRecords: on

Engage: Submit

Below is the result of your feedback form. It was submitted by Brad Lown ([lown@nhtrialattorneys.com](mailto:lown@nhtrialattorneys.com)) on Friday, March 2, 2018 at 07:30:44

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address: 45 Brackett Road, Portsmouth

comments: The people who are demanding an "immediate" investigation into the CLG sure know how to grab a headline. but before the City spends taxpayer money on an audit, make sure these same people have themselves already read the publicly available minutes of the CLG meetings over the years and the 100 boxes of documents the City will now have to produce for them. and you might want to ask them where they think the money went, if not for cleanup and monitoring. please don't enable or encourage insinuation and scandal mongering and stick up for Bob Sullivan publicly - you can't find a more honorable man.

includeInRecords: on

Engage: Submit

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Below is the result of your feedback form. It was submitted by Emily Doe ([ecmo15@hotmail.com](mailto:ecmo15@hotmail.com)) on Friday, March 2, 2018 at 13:02:21

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address: 303 Cabot St

comments: Hello- I live on Cabot Street, and I am VERY concerned with the potential idea of delaying the Phase 2 plan for the Islington street corridor. This area of town is in serious need of revamping, not only for looks, but mostly for safety. The light at the cross of Islington and Cabot is extremely dangerous, I am always scared to cross Islington, myself, my husband and our babysitters have all almost been hit by people running that light in our cars or on foot. I have 2 young children that are always trying to cross there, and it terrifies me at the idea of one day an accident happening. The whole area is a major safety hazard, and I would be very concerned to see they city delay this project any longer. It needed to be taken care of years ago, please don't delay it any longer. It is one of the major roads people use to come in and out of town, it need to be fixed and updates for the safety of our community. Please do the right thing! Thank you, Emily

includeInRecords: on

Engage: Submit

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Below is the result of your feedback form. It was submitted by Bill St Laurent ([billstl60@aol.com](mailto:billstl60@aol.com)) on Saturday, March 3, 2018 at 22:40:45

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address: 253 Colonial Dr

comments: Since this city council doesn't seem to be able to help the residents keep their taxes down, I would like to suggest a few ways to address these bloated budgets. First, you should vote to have an impact fee on all new buildings being built and even for construction of additions to present buildings that cause additional need that impacts our city services, remember the police and fire departments have requested additional monies and personnel due to the new buildings being constructed, and will continue to use this excuse year after year to bloat their budgets . You have already missed many opportunities to help the taxpayer by ignoring this impact fee, which you could vote and pass right now.

Next, create a citizens budget committee, approved by the council, as a city committee, to oversee the budgets which we elected you and our city commissions to do and seem to ignore. Congratulations for your election to our city council and please do and sound like you are working for the people who have to pay for every dollar you spend.

includeInRecords: on

Engage: Submit

Below is the result of your feedback form. It was submitted by Jim Splaine ([jimsplaineportsmouth@gmail.com](mailto:jimsplaineportsmouth@gmail.com)) on Monday, March 5, 2018 at 10:46:48

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address: 201 Oriental Gardens, Portsmouth, NH

comments: Monday, March 5, 2018

To Portsmouth City Councilors,

The headline in a front-page story in yesterday's Sunday's Herald:  
"COAKLEY GROUP GOT MILLIONS FOR WORK IT NEVER DID."

The sub-headline:  
"CITY ACKNOWLEDGES MONEY WILL NEED TO BE PAID BACK, PLUS INTEREST."

The story then goes on to detail several questions about the Coakley Landfill Group, and what appears to be mismanagement and lack of oversight by the CLG, and a care-less attitude by Portsmouth management during the past three decades.

And I suspect that with the good work of N.H. State Representatives Mindi Messmer of Rye, Renny Cushing, Phil Bean, and Mike Edgar of Hampton, and others, the story and revelations will continue.

They have asked for the N.H. Attorney General to investigate, and I have joined them in that request. You should too.

As a former City Councilor, I assume my share of blame. I was on the City Council for several years that the Coakley Landfill Group was supposedly doing its work -- from 1990 to 1995, then during the past four years. And during the years of 1999 to 2010, I was in the N.H. House of Representatives representing Portsmouth.

I don't think that I ever asked for, nor knew of anyone else request, financial information, reports, or updates from the CLG and the remediation status of the Coakley Landfill. I did accept the invitation about two years ago for a site walk of the Coakley Landfill, attended by two dozen representatives of neighboring towns, and I made some comments about the Landfill as follow-up, but I was not as curious about the finances and invoices of the CLG as I -- we -- should have been.

Clearly, however, with new information that has come, we as residents and you as City Councilors now have a responsibility for catch-up work. I started speaking out about this three months ago, but other than perhaps some non-public session discussion or internal management memos about which I am unaware, the City Council has been too quiet to date.

Now that it is clear that records have not been well-kept, files are not organized, and potential mismanagement not only of funds but of the remediation likely occurred, to not act now would be unconscionable.

Those of us who didn't take action previously can at least say that we were unaware -- that it wasn't "on our radar," to be cliché. But as sitting City Councilors, you must act.

This has become both a financial and environmental matter that needs positive solution.

Please begin that action at your City Council meeting tonight when you take up my letter requesting that you **MANDATE AN INDEPENDENT PROFESSIONAL AUDIT AND FINANCIAL ANALYSIS OF THE COAKLEY LANDFILL GROUP RECORDS, DATING BACK TO ITS ORIGINATION.**

AND PLEASE JOIN THE REQUEST MADE BY AREA LEGISLATORS MESSMER, CUSHING, BEAN, AND EDGAR, WHICH AS A CITIZEN I HAVE JOINED, THAT THE N.H. ATTORNEY GENERAL INVESTIGATE THE COAKLEY LANDFILL GROUP.

Such action is important to be sure that the millions of dollars spent by Portsmouth taxpayers and those of our neighbors have been spent appropriately and allocated with recognized accounting procedures, with oversight of the work done and paid for by that funding.

This isn't about criticizing any person. It's about reviewing a process that is likely broken, and must be fixed.

Thank You,

Jim Splaine  
Citizen Activist

includeInRecords: on  
Engage: Submit

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Jim Splaine <jimsplaineportsmouth@gmail.com>

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**Letter To The Portsmouth City Council, re: Request To Mandate A Coakley Landfill Group Independent Professional Audit/Financial Analysis**

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Jim Splaine <jimsplaineportsmouth@gmail.com>  
To: Jim Splaine <jimsplaineportsmouth@gmail.com>

Tue, Feb 27, 2018 at 11:49 AM

Tuesday, February 27, 2018

The Portsmouth City Council  
City Hall, 1 Junkins Avenue  
Portsmouth, NH 03801

**Re: Mandating an independent professional audit and financial analysis of the Coakley Landfill Group records, dating back to its origination.**

To the Portsmouth City Council,

Last month, New Hampshire State Representatives Mindi Messmer, D-Rye, Renny Cushing, D-Hampton and Phil Bean, R-Hampton requested information, billings, and files about the Coakley Landfill matter and the Coakley Landfill Group, all of which should be publicly available under provisions of the N.H. Right-to-Know Law.

Additionally, I asked for additional information as well, including:

1. Invoices from any companies or individuals of work done that has been approved for payment by the Coakley Landfill Group.
2. Copies of contracts issued, as well as any Requests for Proposals submitted, detailing work to be done or requested to be done.
3. Names of companies, contractors, consultants, or individuals who have been paid for any of the work at the Coakley Landfill approved by the Coakley Landfill Group.

4. A description of and any cost assigned to any in-kind work, whether paid or unpaid, that has been completed by the participating (responsible) parties of the consent degree contract, i.e. the municipalities of Portsmouth (53.6%), North Hampton (4%), Newington (5.5%), or any of the Generators (20%) or Transporters (16.9%). That should include any organizations or private businesses or persons being part of the responsible parties list.

Since then, we have been informed by Portsmouth City Attorney Bob Sullivan that it will take several weeks to pull this information together. I am hoping that our questions will be fully answered soon.

**I believe that the need for several weeks to pull this information together – information that in this day and age one would expect would be much easier and quickly to publicly access – indicates that it is imperative for the Portsmouth City Council to mandate an independent professional audit and financial analysis of the Coakley Landfill Group records, dating back to its origination.**

Not only is it important to make sure that the millions spent by Portsmouth taxpayers and those of neighboring towns were spent appropriately and allocated with recognized accounting procedures, but it is also important to assure oversight of the work done and paid for by that funding.

**Only by having a professional audit and financial analysis of the Coakley Landfill Group can we be sure of proper accounting of past expenses, and guaranteed that as the process continues in future years, proper standards will be followed.**

My observations are not about criticizing or accusing any individuals. This is about process, and about management of that process. I think it is unconscionable that the Portsmouth City Council would not require such a review.

It is important for the Portsmouth City Council to join other members of the participating parties of the consent degree in contracting for a thorough audit of all monies paid through approval of the Coakley Landfill Group, an examination of the invoices submitted for payment, and an overview of the work actually accomplished.

This is basic transparency that all of us as citizens deserve and expect to have.

**House Bill 1766, re: Remediating The Coakley Landfill**

In addition, I urge the Portsmouth City Council to endorse House Bill 1766, "relative to remediating the Coakley Landfill in Greenland, sponsored by New Hampshire State Representatives Mindi Messmer, D-Rye; Renny Cushing, D-Hampton; Phillip Bean, R-Hampton; Mike Edgar, D-Hampton; Tamara Le, D-North Hampton; Pamela Gordon, D-Portsmouth; and New Hampshire State Senator Martha Fuller Clark, D-Portsmouth.

That bill, as the formal "analysis" of the legislation states, "requires the Department of Environmental Services to order the parties responsible for dumping hazardous waste in the Coakley Landfill to undertake certain remedial actions." The bill specifically suggests that the parties responsible for placing hazardous waste into the Coakley Landfill examine the implementation of a "ground water extraction and treatment remedy" to more properly and environmentally remediate the impact of the residue into the water table.

By mismanagement and allowing waste to be placed, and buried, at the Coakley Landfill that should never have been there, we contributed to a problem. We have to take responsible action and clean it up. The hazardous items and waste buried there will not disappear or just evaporate harmlessly, and the processes currently being used may well not be doing the job -- thus putting more money into work that is not effective.

I believe that we, as citizens and temporary caretakers of our Seacoast Area, have a responsibility to fulfill the goals of this legislation. We caused a problem that any logic even in the less-aware years of twenty, thirty, forty and fifty years ago should have told us not to: putting hazardous waste into the ground, then burying it, with a "Don't Worry, Be Happy" attitude, is bad practice.

The public hearing on that bill was held by the House Environment and Agriculture Committee on Tuesday, February 20th at 10:00 AM in room 303 of the Legislative Office Building in Concord. The Coakley Landfill Group and its newly-hired lobbyists should explore whether current remediation efforts are as successful as they should be, and how other remedial approaches may be more effective and perhaps more cost-effective.

I will add that I think we have a future problem to which we're not paying equal concern in another part of our community: the Jones Avenue Landfill. My warnings and questions about that fell seemed sidelined during the past two years. Residue from the capped Jones Avenue Landfill



can affect the Sagamore Creek area and a large watershed affecting our community in decades to come unless significant remedial action is taken. The continued "Don't Worry, Be Happy" approach doesn't work forever.

Thank You,



*Jim Splaine*

**Jim Splaine**  
Portsmouth Citizen Activist


201 Oriental Gardens Portsmouth, N.H. 03801

cc

Paul McEachern  
Attorneys at Law  
Law Offices of  
Shaines & McEachern, PA  
Pease International Tradeport  
282 Corporate Drive  
P.O. Box 360  
Portsmouth, NH 03802-0360

**CITY OF PORTSMOUTH  
PORTSMOUTH, NH 03801**

**Office of the City Manager**

**Date:** March 1, 2018  
**To:** Honorable Mayor Jack Blalock and City Council Members  
**From:** John P. Bohenko, City Manager   
**Re:** City Manager's Comments on March 5, 2018 City Council Agenda

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***6:15 p.m. - Public Dialogue***

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***Presentation:***

1. **400<sup>th</sup> Anniversary Celebration.** On Monday evening, Susan Labrie, Director of the 400<sup>th</sup> Anniversary, will make a presentation to the City Council regarding the celebration leading up to and including 2023.

***Votes on Ordinances and/or Resolutions:***

1. **Second Reading of Ordinances to Implement Charter Amendments (City Council tabled Second Reading at the February 20, 2018 meeting).** As you are aware, at the February 20<sup>th</sup> City Council meeting, the Council voted to table second reading for the proposed ordinances to implement Charter Amendments.

Attached [are two proposed Ordinance amendments](#) regarding Article IX, Section 1.901 Conflict of Interest/ Election Candidate Financial Disclosure and Article IX, Section 1.902 relating to Mandatory Financial Disclosure. [See attached memorandum from City Attorney Robert Sullivan](#) for clarification.

*The City Council may move the following motions:*

- 1) *Pass second reading of each Ordinance, as presented;*

- 2) Amend either ordinance in accordance with the proposals submitted by Councilors Denton, Dwyer, Perkins, and Roberts or any other amendment which may be proposed at the meeting; and,
- 3) Move to schedule third and final reading for either Ordinance at the March 19, 2018 City Council meeting.

## ***Public Hearing and Votes on Ordinances and/or Resolutions:***

1. **Public Hearing Re: Elderly and Disabled Exemptions.** As a result of the February 20<sup>th</sup> City Council meeting, I am bringing forward the [attached proposed Resolutions](#) regarding elderly and disabled exemptions.

Annually, the City of Portsmouth reviews income and asset levels for both the Elderly and Disabled Exemptions and makes recommendations as to these levels pursuant to RSA 72:39-b and RSA 72.37-b. Last year, the City Council adopted resolutions #2-2017 and #3-2017 which increased the income and asset levels for both the elderly and disabled exemptions and adopted Resolution #27-2017 which increased the exemption amount for the elderly exemption. The current elderly and disabled exemption income levels are \$40,504 for a single taxpayer, \$55,693 for married taxpayers, and an asset limit of \$175,000.

If qualified, for elderly taxpayers, the exemption off the assessed value of the property is as follows:

- Age 65 to 74            \$125,000
- Age 75-79            \$175,000
- Age 80 +              \$225,000

If qualified, for disabled taxpayers the exemption off the assessed value of the property is \$100,000. This year the 2018 increase for Social Security recipients is 2.0%.

If the City Council wishes to adjust the income level for both the elderly and disabled taxpayers by the Social Security cost-of-living increase, this would increase the limits as follows:

- Single                \$ 41,314 increase of \$810
- Married              \$ 56,807 increase of \$1,114

Any adjustment if approved would be for assessments as of April 1, 2018 for Tax Year 2018 (FY19). The Assessor's office mails a notification annually to all elderly and disabled persons who currently receive this exemption to update their applications. All new applicants must submit an application and required documentation by April 15<sup>th</sup> of each year. On the next page, for your information are the estimated tax impact of the elderly and disabled exemptions for FY19 and a Town/City comparison indicating what other City and neighboring communities' income and assets limits are for the elderly exemption.

<b>Estimated Elderly &amp; Disabled Exemption Impact</b>				
<b>Exemption Type</b>	<b>Exemption Amount</b>	<b>Number Currently Receiving Exemption</b>	<b>Value Loss</b>	<b>Revenue Loss</b>
65 through 74	\$ 125,000.00	36	\$ 4,500,000.00	\$ 76,410.00
75 through 79	\$ 175,000.00	20	\$ 3,500,000.00	\$ 59,430.00
80 and over	\$ 225,000.00	53	\$ 11,925,000.00	\$ 202,486.50
Disabled	\$ 100,000.00	5	\$ 500,000.00	\$ 8,490.00
<b>Totals</b>		<b>114</b>	<b>\$ 20,425,000.00</b>	<b>\$ 346,816.50</b>

*Note: The current tax rate of \$15.38 would be decreased to a difference of 6 cents on the current tax rate if the elderly and disabled exemptions were not granted.*

	<b>Single Income:</b>	<b>Married Income:</b>	<b>Single Assets:</b>	<b>Married Assets:</b>	<b>Exemption 65-74 years old</b>	<b>Exemption 75-79 years old</b>	<b>Exemption 80+ years old</b>
<b>Nashua</b>	\$50,000	\$50,000	\$150,000	\$150,000	\$155,000	\$180,000	\$225,000
<b>Portsmouth</b>	\$41,314	\$56,807	\$175,000	\$175,000	\$125,000	\$175,000	\$225,000
<b>New Castle</b>	\$40,000	\$55,000	\$150,000	\$150,000	\$125,000	\$175,000	\$225,000
<b>North Hampton</b>	\$40,000	\$55,000	\$175,000	\$175,000	\$120,000	\$160,000	\$200,000
<b>Rye</b>	\$40,000	\$59,900	\$199,000	\$199,000	\$75,000	\$90,000	\$105,000
<b>Dover</b>	\$38,000	\$52,000	\$155,000	\$155,000	\$107,000	\$149,000	\$191,000
<b>Hampton</b>	\$38,000	\$58,000	\$250,000	\$250,000	\$125,000	\$160,000	\$200,000
<b>Manchester</b>	\$37,000	\$50,000	\$90,000	\$115,000	\$109,500	\$148,500	\$195,500
<b>Greenland</b>	\$36,000	\$60,000	\$75,000	\$75,000	\$60,000	\$80,000	\$100,000
<b>Stratham</b>	\$36,000	\$60,000	\$75,000	\$75,000	\$60,000	\$80,000	\$100,000
<b>Concord</b>	\$33,400	\$45,800	\$90,000	\$90,000	\$72,818	\$118,420	\$202,124
<b>Somersworth</b>	\$32,000	\$50,000	\$100,000	\$100,000	\$50,000	\$65,000	\$75,000
<b>Rochester</b>	\$31,400	\$41,500	\$50,000	\$50,000	\$48,000	\$84,000	\$108,000

*I recommend the City Council move the following two separate motions:*

- A) Move to adopt the Resolution for Elderly Exemptions, as presented.*
- B) Move to adopt the Resolution for Disabled Exemptions, as presented.*

*Resolutions require a majority vote of the City Council.*

2. **Public Hearing/Adoption of Resolution Authorizing the Collection of an Additional Motor Vehicle Registration Fee.** As a result of the February 20<sup>th</sup> City Council meeting, I am bringing back for public hearing the [attached proposed Resolution](#) to add a \$5.00 motor vehicle fee for the purpose of supporting a Municipal and Transportation Improvement Capital Reserve Fund. The revenue can be utilized to enhance senior transportation.

Also, I have [attached a copy of the State of New Hampshire's RSA 261:153 VI – Municipal Transportation Improvements](#) for your information.

If adopted and based on the total current number of motor vehicle registrations processed each year (23,000+), there would be a 'minimum' amount of \$110,000 generated from this fee each year. (Registrations for antique vehicles and antique motor cycles would not pay this fee.) The number of registrations continue to increase each year, and the amount raised would correspond to the additional vehicles.

*I recommend that the City Council move to adopt the proposed Resolution to add a \$5.00 motor vehicle fee for the purpose of supporting a Municipal and Transportation Improvement Capital Reserve Fund.*

### ***Consent Agenda:***

1. **Request for License to Install Projecting Sign.** Attached under Section IX of the Agenda is a request for a projecting sign license ([see attached memorandum from Juliet Walker, Planning Director](#)):

- Rebecca Earle, owner of Cotillion Bureau for property located at 65 Bow Street

*I recommend the City Council move to approve the aforementioned Projecting Sign License as recommended by the Planning Director and, further, authorize the City Manager to execute this License Agreement for this request. Action on this item should take place under Section IX of the Agenda.*

### ***City Manager's Items Which Require Action:***

1. **Request for Approval of a One-Year Extension of the Current Collective Bargaining Agreement between the City of Portsmouth and the Professional Management Association.** The City of Portsmouth and the Professional Management Association (PMA) have voted in favor of a one-year extension of the current collective bargaining Agreement. Under this extension, the terms of the current collective bargaining agreement would remain in place until June 30, 2019.

For your information and to facilitate discussion regarding this matter, [attached please find the following documents:](#)

- Cost Analysis' for PMA and Non-Union;
- PMA Memorandum of Agreement;
- A memorandum from Thomas Closson, City Negotiator, recommending this one-year extension; and,
- Copy of the contract showing the insertions and deletions to implement this Agreement, if approved.

Also, the Memorandum of Agreement and Working Agreement are posted on the City's Website at:

<http://files.cityofportsmouth.com/files/hr/PMAMOAforoneyearextension.pdf>

<http://files.cityofportsmouth.com/files/hr/RedlinedPMAAgreementfor2016through2019.pdf>

*I recommend the City Council move to accept the proposed One-Year Agreement between the City of Portsmouth and the Professional Management Association, as presented.*

2. **Request for Approval of a One-Year Extension of the Current Collective Bargaining Agreement between the Portsmouth School Board and the Custodial Supervisors Union.** The Portsmouth School Board and the Custodial Supervisors Union have voted in favor of a one-year extension of the current collective bargaining Agreement. Under this extension, the terms of the current collective bargaining agreement would remain in place until June 30, 2019.

For your information and to facilitate discussion regarding this matter, [attached please find the following documents:](#)

- Cost Analysis;
- The Memorandum of Agreement between the Portsmouth School Board and the Custodial Supervisors Union;
- A memorandum from Thomas Closson, City Negotiator, recommending this one-year extension; and,
- Copy of the contract showing the insertions and deletions to implement this Agreement, if approved.

Also, the Memorandum of Agreement and Working Agreement are posted on the City's Website at:

<http://files.cityofportsmouth.com/files/hr/SignedMOAforCustodialSupervisors.pdf>

<http://files.cityofportsmouth.com/files/hr/CustSuprv15-19draft.pdf>

*I recommend the City Council move to accept the proposed One-Year Agreement between the Portsmouth School Board and the Custodial Supervisors Union, as presented.*

3. **Request for Approval of a One-Year Extension of the Current Collective Bargaining Agreement between the Portsmouth School Board and the Association of Portsmouth School Administrators.** The Portsmouth School Board and The Association of Portsmouth School Administrators have voted in favor of a one-year extension of the current collective bargaining Agreement. Under this extension, the terms of the current collective bargaining agreement would remain in place until June 30, 2019.

For your information and to facilitate discussion regarding this matter, [attached please find the following documents:](#)

- [Cost Analysis;](#)
- [The Memorandum of Agreement between the Portsmouth School Board and The Association of Portsmouth School Administrators;](#)
- [A memorandum from Thomas Closson, City Negotiator, recommending this one-year extension; and,](#)
- [Copy of the contract showing the insertions and deletions to implement this Agreement, if approved.](#)

Also, the Memorandum of Agreement and Working Agreement are posted on the City's Website at:

<http://files.cityofportsmouth.com/files/hr/SignedMOAforPortsmouthAdministrators.pdf>  
<http://files.cityofportsmouth.com/files/hr/SchoolAdmin15-19draft.pdf>

*I recommend the City Council move to accept the proposed One-Year Agreement between the City of Portsmouth and the Association of Portsmouth School Administrators, as presented.*

4. **Adoption of Proposed Capital Improvement Plan (CIP) FY2019-2024.** In accordance with Section 7.7 of the City Charter, the City Council conducted a public hearing on Tuesday, February 20, 2018, regarding the proposed Capital Improvement Plan for FY2019-FY2024. In addition to the public hearing, the City Council held a work session on January 29, 2018. At the work session, a presentation of the proposed Capital Plan was made by City staff. Also, copies of the Plan were made available to the public as well as put on file with the City Clerk's Office and the Public Library. Further, the CIP for FY2019-2024 is available on the City's website  
<http://files.cityofportsmouth.com/files/planning/CIP19-24.pdf>

As you are aware, the City Council is required, in accordance with Section 7.8 of the City Charter, to adopt the Capital Plan subsequent to the public hearing and before the City Manager submits the budget to the City Council. I anticipate that I will be transmitting my proposed FY2019 budget to you on or about April 27, 2018. Given that projected date, I am suggesting the City Council adopt the proposed Capital Improvement Plan at Monday evening's meeting.

*I would recommend the City Council adopt the proposed Capital Improvement Plan for FY 2019 – 2024 with amendments.*

## ***Informational Items:***

1. **Events Listing.** For your information, [attached is a copy of the updated Events Listing](#) from February 20<sup>th</sup> through 2018. In addition, this can be found on the City's website.
2. **Updates on Prescott Park.** Over the past two years beginning with the appointment of the Blue Ribbon Committee on the Prescott Park Master Plan in January 2016 (work completed in February 2017) and the Prescott Park Policy Advisory Committee (work completed in December 2017 [and included as an informational item attachment in the packet](#)), a great number of conversations have taken place about the future of the Park itself and the activities within it. In addition, a number of organizational changes and the manner in which the City provides and oversees the Park activities has also changed. On Monday night, Assistant City Manager David Moore, will provide an update on Prescott Park, both operations (general maintenance, docks, weddings, Four Tree Island, etc. ) under the new management structure as well as updates about Master Plan implementation and agreements (currently being drafted) with organizations in the Park.
3. **Zagster Bike Share 2017 Report.** [Attached for your information is a memorandum](#) from Planning Director Juliet Walker regarding the Zagster Bike Share 2017 Report.
4. **Report Back Re: Per- and polyfluoroalkyl Substances (PFAS).** City Council requested a report back regarding Per- and polyfluoroalkyl substances (PFAS). For your information, [attached is a report](#) from Deputy City Attorney Suzanne Woodland and Deputy Public Works Director Brian Goetz.
5. **Report Back Re: Civic Engagement.** As requested by Councilor Pearson, [attached is a memorandum](#) regarding a proposal to improve civic engagement.
6. **Report Back Re: Veteran's Tax Credit.** As requested by Councilor Denton, [attached is a memorandum](#) from City Assessor Rosann Maurice-Lentz regarding the Veteran's Tax Credit.
7. **Report Back Re: Great Bay Coalition.** At the February 20, 2018 City Council meeting, the Council requested a summary report regarding the Great Bay Municipal Coalition. [Attached is a memorandum](#) from Deputy City Attorney Suzanne Woodland and City Engineer Terry Desmarais.
8. **First Quarter Summary Building Inspector.** I am providing the City Council with the [attached Quarterly Report for FY 2018 \(Q2 Period October 1, 2017 to December 31, 2017\) with Comparison to Previous FY'17 Q2](#) submitted by the City's Chief Building Inspector Robert Marsilia.



**PMA - General Fund**

COLA 2.00%  
 Retirement 11.38%

**FY19**

*Current Agreement*

Salaries	2,469,415.00
Master's Stipend	19,326.00
Longevity	15,830.40
<i>Sub Total</i>	<i>2,504,571.40</i>
FICA	155,283.43
Medicare	36,316.29
Retirement	285,020.23
<i>Sub Total</i>	<i>476,619.94</i>

**Cost of Current Contract 2,981,191.34**

**Additional Cost Proposed from TA**

COLA on base salaries	49,388.30
Master's Stipend	386.52
Longevity	316.61
<i>Total Cost</i>	<i>50,091.43</i>
Medicare	726.33
FICA	3,105.67
Retirement	5,700.40
Total FICA, Medicare & Retirement	9,532.40

**Total Cost Rollout of Tenative Agreement 59,623.83**

**Proposed Current Annual Budget & Tenative Agreement 3,040,815.16**

**Non-Union - General Fund**

COLA 2.00%  
 Retirement 11.38%

FY19

*Current Agreement*

Salaries	2,087,003.60
Master's stipend	7,392.00
Longevity	14,969.42
<i>Sub Total</i>	<u>2,109,365.02</u>
FICA	130,780.63
Medicare	30,585.79
Retirement	240,045.74
<i>Sub Total</i>	<u>401,412.16</u>

**Cost of Current Contract 2,510,777.18**

**Additional Cost Proposed from TA**

COLA on base salaries	41,740.07
Master's Stipend	147.84
Longevity	299.39
<i>Total Cost</i>	<u>42,187.30</u>
Medicare	611.72
FICA	2,615.61
Retirement	4,800.91
Total FICA, Medicare & Retirement	<u>8,028.24</u>

**Total Cost Rollout of Tentative Agreement 50,215.54**

**Proposed Current Annual Budget & Tentative Agreement 2,560,992.73**



Representing Management Exclusively in Workplace Law and Related Litigation



Attorneys at Law

Jackson Lewis P.C.  
100 International  
Drive  
Suite 363  
Portsmouth, NH 03801  
Tel 603 559-2700  
Fax 603 559-2701  
[www.jacksonlewis.com](http://www.jacksonlewis.com)

ALBANY, NY	GRAND RAPIDS, MI	MORRISTOWN, NJ	RALEIGH-DURHAM, NC
ALBUQUERQUE, NM	GREENVILLE, SC	NEW ORLEANS, LA	RAPID CITY, SD
ATLANTA, GA	HARTFORD, CT	NEW YORK, NY	RICHMOND, VA
AUSTIN, TX	HONOLULU, HI	NORFOLK, VA	SACRAMENTO, CA
BALTIMORE, MD	HOUSTON, TX	OMAHA, NE	SAINTE LOUIS, MO
BIRMINGHAM, AL	INDIANAPOLIS, IN	ORANGE COUNTY, CA	SALT LAKE CITY, UT
BOSTON, MA	JACKSONVILLE, FL	ORLANDO, FL	SAN DIEGO, CA
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DENVER, CO	MILWAUKEE, WI	PORTSMOUTH, NH	WHITE PLAINS, NY
	MINNEAPOLIS, MN	PROVIDENCE, RI	

THOMAS M. CLOSSON  
DIRECT DIAL: 603.559.2729  
[THOMAS.CLOSSON@JACKSONLEWIS.COM](mailto:THOMAS.CLOSSON@JACKSONLEWIS.COM)

To: City Manager John Bohenko and Portsmouth City Council  
From: Thomas M. Closson  
Re: Proposed Contract Extension with the Portsmouth Professional Management Association  
Date: February 14, 2018

---

I am pleased to recommend the one year contract extension with the Portsmouth Professional Management Association. This contract extension continues the Association's current collective bargaining agreement until June 30, 2019, including an annual COLA adjustment using the 10 year rolling average CPI-U of no less than 2% and no more than 5% on July 1, 2018. In my opinion, the extension is fair and reasonable to both parties, and meets the goals set by the City for its collective bargaining agreements. I will be happy to answer any questions that you may have.

**WORKING AGREEMENT**

**BETWEEN**

**CITY OF PORTSMOUTH, NEW HAMPSHIRE**

**AND WHERE APPROPRIATE,  
THE PORTSMOUTH POLICE COMMISSION**

**AND THE**

**PORTSMOUTH PROFESSIONAL MANAGEMENT ASSOCIATION**

**TWO YEAR AGREEMENT**

**JULY 1, 2016 THROUGH JUNE 30, 2018<sup>9</sup>**

## WORKING AGREEMENT

### PREAMBLE

This Agreement entered into by the City of Portsmouth (hereinafter referred to as the City), Portsmouth Police Commission (hereinafter referred to as the Commission) and the Portsmouth Professional Management Association (hereinafter referred to as the Association), has as its purpose the promotion of harmonious relations between the City and the Commissions and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and to provide for the salary structure, wages, fringe benefits and employment conditions of the employees covered by this Agreement. Within the collective bargaining agreement where the male or female gender is exclusively used, it shall be understood that it does not limit the benefits to just the gender that was mentioned.

As a result of the 1988 Amendment to the City Charter, the Working Agreement must include both the City and Commissions as parties. Where appropriate, reference to the City shall be considered to include the Commissions as well. Such inclusion shall be consistent with the City Charter and applicable City Ordinances.

### SECTION 1. RECOGNITION AND MANAGEMENT RIGHTS

The City, and where appropriate, the Police Commission recognizes the Association as the exclusive representative of all permanent full-time and part time Department Heads and Management employees as listed in Section I in the following position classifications:

Environmental Compliance Coordinator	Assistant City Manager
Deputy Health Officer	SCADA Manager
Water Resources Manager	Facilities Project Manager
Assessor	Transportation Planner
Principal Planner	Assistant Planning Director
City Auditor	Administrative Assistant
Controller	IT Coordinator
IT Manager	Librarian II
Deputy Assessor I	Welfare Administrator
Deputy Library Director	Enterprise Accountant
Assistant Library Director	Deputy Assessor II
Economic Development Director	City Engineer
Finance Director	Welfare Director
Library Director	Community Development Director
Planner 1	Communications Supervisor
Planning Director	Building Inspector
Plumbing/Mechanical Inspector	Chief Building Inspector
Recreation Director	Office Manager
Special Projects Manager	Housing Specialist
Webmaster	Deputy Finance Director
Deputy Public Works Director	Environmental Health Officer
Division Director (Parking & Trans)	Assistant Building Inspector
Revenue Administrator	Associate Planner
Appraiser I	Accountant I
Health Inspector	Accountant II
Facilities Project Manager	Welfare Case Technician
Deputy Tax Collector II	Housing Code Inspector

Purchasing Coordinator  
 Environmental Planner/Sustainability  
 Coordinator  
 Appraiser II  
 Traffic Engineer  
 Parking Manager  
 Solid Waste Sustainability Coordinator

Assistant Community Development Director  
 Zoning Enforcement Officer  
 GIS Coordinator  
 Community Development Manager  
 Electrical Inspector  
 Communications Manager

Should any position previously mentioned in this section be modified or eliminated, Section 4 B of the City of Portsmouth Policy Memorandum No. 31 effective November 15, 1993 will be followed and the Association will be notified and the City will offer to negotiate concerning the effects of the exercise of its management prerogative. The City, and where appropriate the Police Commission, retains all the right and authority to manage and direct their respective employees, except as otherwise specified in this Agreement. The Association acknowledges the right of the City and the Police Commission to make any rules and regulations governing the conduct of its employees, provided they are not inconsistent with the provisions of this Agreement. In any case where this Agreement is silent on practices, terms or conditions of employment, the Merit System, as amended, shall prevail, unless its provisions are found contrary to the Law. Management will follow the language in the Merit System for disciplinary action excluding #8 (which is contrary to the Law).

## SECTION 2. UNION SECURITY

- A. All eligible employees covered by this Agreement as listed in Section 1 above who become and remain members of the Association in good standing within 15 days after the signing of this Agreement during the term of this Agreement shall remain a member of the Association for the duration of this Agreement except upon termination of employment or paying agency service fee as stated in paragraph "C" below.
- B. The Association shall have the exclusive right to the deduction and transmittal of dues on behalf of each member. A member may consent in writing to the authorization of the deduction of Association dues from his/her wages and to the designation of the Association as the recipient thereof. Such consent shall be in a form acceptable to the City and shall bear the signature of the employee. An employee may withdraw his/her authorization for the deduction of Association dues by giving at least 60 days notice, in writing, to the City; at which time Paragraph "C" below shall take effect. A copy of the dues revocation shall be forwarded to the Association.
- C. The City shall require every member of the Bargaining Unit which chooses not to maintain membership in the Association to make a monthly payment of agency service fees computed on the basis of the Association's dues structure for the cost of collective bargaining and contract administration. The Association shall provide written verification of the percentage of dues used for contract negotiations and administration which shall be updated from time to time as necessary. Payment of such fee will be a condition of continued employment of the City of Portsmouth. The City hereby agrees, pursuant to paragraph "A" above, to deduct said sum from the wages of the Members of the Association who have either withdrawn or declined to join the Association, given that written authorization has been received as required.
- D. Agency dues will commence within ten days after becoming a permanent full-time City employee. The amount to be deducted or paid by the employee shall be certified to the City by the Treasurer of the Association. Aggregate deductions/payments of all Association members shall be remitted, together with an itemized statement, to the Treasurer by the fifteenth (15th) day of the succeeding month after said

deductions/payments are made. This authorization shall be irrevocable during the term of this Agreement.

- E. The Association agrees to indemnify and hold the City harmless against any and all claims, demands, suits or liability and for all legal costs arising from any actions taken or not taken by the City in compliance with this Section.
- F. New Association members shall, at the City's expense, be provided with a copy of this Working Agreement and all appendices hereto.

### **SECTION 3. HOLIDAY/LEAVE BENEFITS**

- A. The following days shall be recognized and observed as paid holidays:

New Year's Day  
 Martin Luther King day  
 President's Day  
 One-half day on Good Friday<sup>1</sup>  
 Memorial Day  
 Independence Day Labor Day  
 Columbus Day  
 Veteran's Day  
 Thanksgiving Day  
 Day after Thanksgiving Day  
 Christmas Day  
 Preceding Monday if Christmas comes on Tuesday  
 Following Friday if Christmas comes on Thursday

Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the Holiday. Whenever any of the Holidays listed above falls on Sunday, the following Monday shall be observed as the Holiday. Association members who are required to work on any of the above listed holidays shall receive a day off in lieu of the holiday. Permanent part time employees will not be eligible for holidays.

- B. All regular full-time employees who have been employed by the City, the Fire Department, or the Police Department as appropriate, for a period of at least twelve (12) months and who are otherwise eligible shall be entitled to a vacation based on their anniversary date of employment as follows:

One to two years inclusive	10 days (.833/month)
Three years inclusive	11 days (0.917/month)
Four years inclusive	12 days (1.000/month)
Five years inclusive	13 days(1.083/month)
Six years inclusive	14 days (1.167/month)
Seven years inclusive	15 days (1.250/month)
Eight years inclusive	15 days (1.250/month)
Nine years inclusive	16 days (1.333/month)
Ten years inclusive	16 days (1.333/month)
Eleven years inclusive	17 days (1.417/month)
Twelve years inclusive	17 days (1.417/month)



Thirteen years inclusive	18 days (1.5/month)
Fourteen Years	19days (1.5837/month)
Fifteen Years	20 days (1.667month)

Once a newly hired employee has completed his or her probationary period, he or she may take earned leave during the first year of service.

All permanent part time employees working 18.25 hours per week or more and who have been employed by the City for a period of at least twelve months and who are otherwise eligible shall be entitled to a vacation based upon their anniversary date of employment as follows:

	30 hrs <u>week</u>	25 hrs <u>week</u>	20 hrs <u>week</u>
1-5 yrs inclusive	8 days	6.5 days	5 days
6 years inclusive	9 days	7 days	6 days
7 years inclusive	10 days	8 days	6 days
8 years inclusive	10 days	9 days	7 days
9 years inclusive	11 days	9 days	7 days
10 years inclusive	12 days	10 days	8 days
11 years inclusive	13 days	11 days	8 days
12 years inclusive	13 days	11 days	8 days
13 years inclusive	14 days	11 days	9 days
14 years inclusive	14 days	11 days	9 days
15 years inclusive	14 days	12 days	9.5 days
16 years inclusive	14 days	12 days	9.5 days
17 years inclusive	15 days	13 days	10 days
18 years inclusive	15 days	13 days	10 days
19 years inclusive	16 days	13 days	10.5 days
20 years inclusive	16 days	13 days	10.5 days

18.25 hrs  
week

1-5 years inclusive	5 days
6 years inclusive	5.5 days
7 years inclusive	6 days
8 years inclusive	6.5 days
9 years inclusive	7 days
10 years inclusive	7.5 days
11 years inclusive	8 days
12 years inclusive	8 days
13 years inclusive	8.5 days
14 years inclusive	8.5 days
15 years inclusive	9 days
16 years inclusive	9 days
17 years inclusive	9.5 days
18 years inclusive	9.5 days
19 years inclusive	10 days
20 years inclusive	10 days

Accumulated Days: The maximum accrued vacation for permanent part time employees shall be limited by the following formula.

Hours per week	Accumulation of Days
30	28
25	23
20	18.5
18.5	17.5

- C.1 Association members who are required by the nature of their duties to attend meetings and/or work related activities at times other than their normal work day, shall receive, as compensation for this overtime, one-half (1/2) day added to their vacation time for each meeting attended during a calendar year to a maximum of ten (10) days per calendar year. Beginning July 1, 2014, an additional two (2) days per calendar year may be earned at a rate of one (1) day per five (5) additional meetings attended. Maximum accrued vacation time shall not exceed fifty (50) days. In the event an employee has accumulated more than fifty (50) days of unused vacation at the end of each year, said employee shall be paid no more than 10 days accumulated in excess of fifty (50). Payment will be made in the first payroll in February following the calendar year.
- C.2. Employees who are determined to be non-exempt for the purpose of the Fair Labor Standards Act will be paid overtime at the rate of time and one-half their regular rate for hours worked in excess of forty (40) hours per week.
- C.3. Paid leave time, including but not limited to vacation, compensatory time, personal time, and sick leave will not be considered time worked for purposes of calculating overtime. Holiday time and bereavement time only will be considered time worked for purposes of calculating overtime.
- C.4. Employees shall be entitled to use any accumulated vacation hours or sick leave benefits on an hourly basis.
- D. Each member shall be entitled to two (2) non-accumulative personal leave days per contract year to attend to matters that cannot be transacted at any other time. Personal days will be awarded on July 1 of each year. In order to qualify for the two (2) personal leave days, an employee must have completed his or her probation period prior to July 1. In other words, a new employee will not get any personal days until July 1 following the completion of his or her probationary period.
- E. A non-exempt employee called in by a supervisor at times other than his/her normal work hours shall be paid a minimum of three (3) hours at the time and one-half rate. Any employee who is recalled with an original call-out minimum time period shall not be entitled to additional compensation until the minimum time requirement has been attained.

#### E.1 SICK LEAVE **ELIGIBILITY**

Sick leave without loss of pay shall be computed at the rate of fifteen (15) days per year (or 1.25 days per month).

- a. Employees hired prior to March 30, 1990 shall be entitled to Accumulated

Sick Leave without limitation as to the number of days.

- b. Employees hired on or after March 30, 1990 shall have Sick Leave Accumulation limited to 150 days.
- c. Employees hired after July 1, 1996 shall accumulate sick leave as set forth in Item b above, but shall receive no payment of sick leave upon retirement, termination, or death. Any such employee who has accrued one hundred (100) or more sick days shall be paid three (3) day's pay if they used no sick days in the calendar year, two (2) day's pay if they used one sick day in the calendar year and one (1) day's pay if they used no more than 2 days in a calendar year. Payment will be made in the first payroll in February following the calendar year.
- d. For employees hired after July 1, 2014, starting in their 6<sup>th</sup> year of employment with the City, employees will receive 10 sick days per year (or 0.83 per month).

#### **PAYOUT**

- e. Upon retirement from employment or termination of the employee, an amount equal to eighty-five percent (85%) of accumulated sick leave shall be paid to the employee. Upon death of an employee, while in the employment of either the City, or the Police Department the City shall pay to the employee's estate an amount equal to one-hundred (100%) percent of the employee's accumulated sick leave.

#### **BUY OUT OPTION**

- f. The parties agree that in the event the City Council appropriates money to use to buy out a portion of employee's sick leave accounts, that each employee may accept buy out of any portion he or she voluntarily agrees to in writing based upon the terms offered. The parties recognize that if limited buy out funds are available, buy out offers will be made to employees based on seniority.

E.2 Sick leave for permanent part time employees who work 18.75 hours per week or more shall be based upon the following schedule:

100% = 37.25 hours = 13 days per year (1.083/month)

80% = 30 hours = 10 days per year (0.883/month)

67% = 25 hours = 9 days per year (0.750/month)

53% = 20 hours = 7 days per year (0.583/month)

50% = 18.75 hours 6.5 days per year (0.542/month)

It is understood that the same restrictions apply with respect to accumulation as apply to full time employees.

E.3 With due consideration to the budget, members of this bargaining unit shall give notice of their retirement to the City Manager and, when applicable, the Police Commission, by January 15 of the year prior to the Fiscal Year of the intended retirement date.

1. A retiring member, at his/her option, will receive payment for accrued sick leave and annual leave in two installments (or three annual installments if appropriate notice is given):
  - a. The first installment may be paid anytime after July 1st of the first fiscal year following the notification of retirement, and shall equal 50% of his/her accrued sick leave.
  - b. The second installment shall be paid after July 1st of the second fiscal year following the notification of retirement, and shall equal the balance of his/her accrued sick and annual leave.

[All payments will be calculated in accordance with formulas set forth in other sections of this contract and City Policy and Procedure.]
2. Notice of retirement may not be withdrawn, unless otherwise approved by the City Manager or, when applicable, the Police Commission.

E.4 Notwithstanding the foregoing, a member may retire without giving the notice set forth in E.3 in which event the payment of his/her accrued sick leave in accordance with the formulas set forth in this Contract will not occur until the start of the next fiscal year after the employee's notice of retirement unless otherwise agreed to by the City Manager (the the Police Commission if applicable) in an exceptional case. Payment shall be made in accordance with paragraph E.1 (e)

F. All permanent full-time employees shall be entitled to Emergency Leave up to three (3) days with pay for death or grave illness in the immediate family. If needed, an additional two (2) days may be granted by a Department Head at his/her discretion, for the immediate family. Immediate family shall be defined as follows: spouse, child (included adopted child), parent (including parent by adoption), brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent-in-law. Grave illness is defined as illness or accident from which one is not likely to survive.

All permanent full-time employees shall be entitled to Emergency Leave up to two (2) days for the death of an aunt, uncle, or of a spouse's aunt or uncle.

#### **SECTION 4A. SALARY ADJUSTMENT**

- A. The Salary Schedule as approved by the City Council shall be revised to reflect the COLA Adjustments described in Section 4B: COLA Adjustments, below
- B. Employees shall be paid in accordance with the following schedule:
 

First six (6) months	Step A
After 6 months satisfactory service	Step B
After 18 months satisfactory service	Step C
After 30 months satisfactory service	Step D
After 42 months satisfactory service	Step E
After 120 months satisfactory service	Step F* (effective July 1, 2011)
After 180 months satisfactory service	Step G** (effective upon CBA execution and not retroactive)

\*Step F will be 2.75% more than Step E. Employees must spend one (1) year at Step E to be eligible for Step F.

\*\* Step G will be 2% more than Step F. Employees must spend one (1) year at Step F to be eligible for Step G.

- C. Whenever any full-time PMA member fills a temporary duty assignment in an "Acting" capacity pursuant to written direction from the City Manager or the Human Resources Director, the PMA member will receive step increases in the "Acting" position based upon standard payroll practices for giving step increases in the new grade as if the employee had been promoted. This language shall not be construed to require any specific level of pay once the "Acting" status is terminated and the employee is returned to his or her former position.

#### SECTION 4B. COLA ADJUSTMENTS

- A. Effective July 1, 2016 ~~and~~, July 1, 2017 ~~and~~ July 1, 2018, a COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.

The COLA adjustment percentage shall be determined by the rolling ten (10) year average in the CPI-U for the Boston-Brockton-Nashua- MA-NH-ME-CT all items index as computed by the Bureau of Labor Statistics of the US Department of Labor for the most recent calendar year preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference base as used by BLS. The applicable COLA averages for the past ten years are attached as Appendix B.

Thus, if the rolling ten (10) year average of the CPI-U for the Boston SMSA (November to November) is 1.5% the applicable COLA adjustment would be 2%; if it is 3.5% the applicable COLA adjustment would be 3.5%; if it is 5.5% the applicable COLA adjustment would be 5.0%.

- B. Applicability After Contract Expires:

It is clearly understood that in the event that the Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2018~~9~~ that no further COLA adjustments after July 1, 2017~~8~~ will be generated under the Working Agreement even if the Working Agreement has an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed "status quo" as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, 2018~~9~~.

Full-time employees with a Masters degree from an accredited institution of higher education shall receive One thousand four hundred and fifty dollars and eighty four cents (\$1,509.60) for full-time employees and seven hundred and twenty five dollars and forty two cents (\$754.80) for part-time employees, added to base salaries. This will increase by the 10-year rolling COLA average each July 1 of this contract.

#### SECTION 5. WORKMEN'S COMPENSATION

The City shall provide and maintain Worker's Compensation Insurance coverage on each employee covered by this Agreement as provided for under the State Statute.

## **SECTION 6. DENTAL PROGRAM**

The City shall enroll all members in the Association in Cigna Dental Coverage. The City shall pay for the single, two-person or family plan as may be required. If the City intends to bid insurance coverage, the Association will be given appropriate advance notice. As soon as practical after City Council approval, the City shall enroll all member in the Association in Northeast Delta Dental.

## **SECTION 7. DISABILITY INCOME INSURANCE AND LIFE INSURANCE**

The City shall obtain Disability Income Insurance for members of the Association equal to two-thirds (2/3) of the monthly salary not to exceed five thousand (\$5,000) dollars per month. Said insurance shall be effective after the 61st day of disability with benefits payable to age 65. The City shall provide a group life insurance policy for eligible members of the Association in the amount of the current annual salary of the individual employee (rounded up to the nearest one thousand dollars), in accordance with the conditions set forth in the insurance policy. Only regular full-time employees working 25 hours or more a week shall be eligible for Disability Income Insurance and Life Insurance.

## **SECTION 8. PARENTAL ADOPTION/LEAVE**

- A. Upon application of the employee and approval by the City Manager, a maternity leave of absence shall be granted to permanent full-time employees who have been employed at least one (1) year before said application.
- B. Said leave to commence at the beginning of the disability period as determined by the employee's physician and not to exceed three (3) months after the birth of the child.
- C. It will be the responsibility of the employee to notify the City Manager one (1) month prior to the employee's returning to work.
- D. At the beginning of the disability period, said employee shall use 100% of sick and annual leave, unless the City Manager's approval has been obtained under Paragraph H.
- E. An employee shall not forfeit seniority during this parental/adoption leave of absence.
- F. Adoption: Any bargaining unit employee adopting an infant shall be granted a leave of absence not to exceed three (3) months without pay.
  - 1. Such leave shall commence upon her/his receiving de facto custody of said infant or up to two (2) months earlier if necessary to fulfill the requirements of adoption.
- G. Said employee may keep benefits in force while on said leave by paying group rate premiums to the City at 100%.
- H. Based on approval by the City Manager, an employee on maternity or adoption leave may take unpaid leave, with sick leave and vacation time remaining on the books.

## **SECTION 8.A FAMILY AND MEDICAL LEAVE ACT**

Independent of any other section of this contract, employees shall be entitled to leave as required by the Family and Medical Leave Act.

The Association and the employer agree that the Interim Policy as implemented by the City Manager regarding the Family Medical Leave Act, Policy #30, shall be applicable to the employees covered by this agreement. It is further agreed that should management initiate a change to said policy that it will be negotiated with the Association and subject to all appropriate approvals (unless required by law).

## **SECTION 9. GRIEVANCE PROCEDURES**

- Step 1. A grievance shall mean a complaint by an employee or group of employees arising out of an interpretation of the provisions of this contract or conditions of employment implied but not necessarily stated in this contract. A grievance to be considered under this procedure must be initiated by the employee/employees within fifteen working days of its occurrence or when an employee shall have reasonably known of its occurrence.
- Step 2. Any employee who has a grievance shall discuss it first with an Association representative and attempt to determine if indeed a grievance does exist. This meeting may result in the Association discussing the grievance with the City Manager, or Police Chief as appropriate, (if it is a Police Department matter), in an attempt to resolve the matter informally.
- Step 3. If, as a result of the discussion the matter is not resolved to the satisfaction of the employee within seven working days, after said discussion he shall set forth his grievance in writing to the City Manager or the Police Chief, as appropriate, specifying:
- A. The nature of the grievance and date occurred;
  - B. The nature and extent of the injury, loss or inconvenience;
  - C. The results of previous discussions; and,
  - D. His/her dissatisfaction with decisions previously rendered.
- The City Manager, or Police Chief as appropriate, shall communicate, in writing, his decision to the employee within five (5) working days of the receipt of the written grievance.
- Step 4A. If a grievance which was properly before the Police Chief is not resolved to the employee's satisfaction, the employee may request a hearing before the Police Commissioners as appropriate. Such hearing will be provided in Executive Session unless otherwise provided by law. The request for hearing must be made by the employee within five (5) working days of the receipt of the Fire Chiefs or Police Chiefs answer to the grievance. The Commissions shall communicate, in writing, its decision to the employee within five (5) working days of the hearing.
- Step 4B. If the grievance is not resolved to the employee's satisfaction after receipt of either the City Manager's or the Commission's written decision, the employee or the Association on his or her behalf may request arbitration. In order to be timely, the

request for arbitration must occur within ten (10) working days of the City Manager's or Commission's decision, as appropriate. The parties shall attempt to choose an arbitrator by mutual agreement. However, if they are unable to reach agreement, they shall use the services of the New Hampshire Public Employee Relations Board to select an arbitrator. Such arbitration shall be held in accordance with the provisions of the New Hampshire Revised Statutes, Annotated, Chapter 542. Each party shall bear the expense of its own representation at such arbitration proceeding and shall share the cost of the arbitrator as well.

- Step 5. The arbitrator shall have no authority or power to make any award changing, amending, adding to or subtracting from the provisions of this Agreement. The decision and award of this arbitrator shall be in writing and shall be final and binding upon the employee or employees involved and the parties to this agreement. In the event of arbitration; only one case shall be heard at a time before the same arbitrator unless the parties mutually agree otherwise.
- Step 6. Any agreements or settlements reached prior to arbitration regarding the grievance shall be final and binding upon the parties.
- Step 7. Time extensions of the above listed step requirements may be granted by mutually written agreement. The time limits as set forth above when referring to "working days" shall mean weekdays, Monday through Friday, excluding recognized holidays.

#### **SECTION 10. COURSE REIMBURSEMENT**

Each Association member shall be entitled to course reimbursement by the City for courses taken that would provide for improved job performance. Prior approval by the City Manager, or as appropriate, the Police Chief is required. Reimbursement shall be contingent upon successful completion.

#### **SECTION 11. LONGEVITY**

Employees shall receive the following longevity bonuses payable in December to employees who are on the payroll at the time of payment. Longevity payments will be made annually at the level established below based upon full-time service with the City:

After the completion of 5 years of service	\$ 301.89
After the completion of 10 years of service	\$ 603.78
After the completion of 15 years of service	\$ 905.67
After the completion of 20 years of service	\$1,207.56
After the completion of 25 years of service	\$1,509.45
After the completion of 30 years of service	\$1,811.34
After the completion of 35 years of service	\$2,113.23

These longevity bonuses will increase by the 10-year rolling COLA average each July 1 of this contract.

#### **SECTION 12. MEDICAL COVERAGE**



- A. As soon as possible after City Council approval, the employees will change to AB20 \$10/\$20/\$45 at a 90% (City)/10% (Employee) premium split. The City's total contribution to health insurance (including any premium, additional tax or assessment) will not exceed the current threshold levels for assessment of the "Cadillac Tax" under the Affordable Care Act (\$10,200/single \$27,500/2-person and family).
- B2. The City will establish as soon as possible an IRS 125 Premium Reduction Plan which employees may voluntarily participate in.
- B3. Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this five (5) year agreement - such plan would only become effective if ratified by the Association, approved by the City Manager and approved by the City Council. Additionally, the parties agree that a flexible spending account may be implemented by management either as part of a cafeteria plan or independently without any additional approvals.
- B4. The Association agrees to participate in a City-wide committee to explore health insurance options.
- C. Permanent Part time employees who work at least thirty hours per week will be provided coverage as set forth above depending on their date of hire. Said employees will also be provided Dental Coverage.
- D. The parties agree that employees currently receiving stipends in lieu of health insurance coverage will receive five hundred dollars (\$500.00) per quarter effective July 1, 2016. No additional employees shall receive such stipends when both spouses work for the City. Further the City will not provide health and/or dental coverage if an employee is already covered by the same or similar health and/or dental plan by the City or School Department.
- E. Regular full-time employees and part-time employees working at least thirty hours shall have their health and dental coverage commence the first of the month after their date of hire.

**SECTION 13. HEALTH AND WELFARE AND DENTAL COVERAGE FOR  
EMPLOYEES WORKING REDUCED HOURS**

Any full time employee who has worked as a full time employee more than two years and whose hours are reduced to less than full time in his/her current position will be entitled to health and dental coverage with the employer and the employee contributing to the cost as set forth below.

- A. The reduction in hours will be at the discretion of the City Manager, or the Police Commission as appropriate.
- B. The employee must work a minimum of 25 hours per week on a regular basis.
- C. Effective July 1, 2002, the employee will pay 30% of the cost of health insurance and dental insurance.
- D. It is understood that it is the City's Manager's or Police Commission's option, as

appropriate, to cancel the reduced hours arrangement based on 30 days notice.

#### **SECTION 14. CLOTHING ALLOWANCE**

The Deputy Fire Chiefs and Fire Prevention Officer/Safety Officer shall be provided with four-hundred fifty (\$450) dollars clothing allowance per contract year to purchase both work and dress uniforms as prescribed by the Police Chief's approved list.

#### **SECTION 15. DEFENSE OF LAW SUITS**

The City shall indemnify and hold harmless any employees covered by this Agreement from any and all losses, including reasonable attorney's fees and other expenses of defense, in connection with any claim, demand, action, suit, or judgment arising out of any act or omission of the employee if, at the time of the act or omission, the employee was acting within the scope of his employment or office.

#### **SECTION 16. MILITARY LEAVE OF ABSENCE**

To foster and encourage service in the United States Military Reserve and the National Guard, the City will pay any employee who is a member of the United States Military Reserve or the National Guard, the difference between his or her military pay and the employee's regular weekly straight time pay when on normal annual training sessions. Payment of the above stated differential shall not apply to regular monthly meetings, or when the employee enters full time active duty.

#### **SECTION 17. SENIORITY**

Definition: An employee's seniority shall commence with his/her hiring date provided the employee is not discharged and is in the City's continuous employ beyond the probationary period. All employees who are not permanent shall be deemed to have no seniority status and may be discharged. For purposes of interpretation, this seniority definition applies to the date of hire to a position within this Association. This interpretation does not affect longevity or other benefits which may have been so accrued from other bargaining units with the City.

- A. Forfeiture: Seniority is forfeited only by discharge for just cause or retirement or resignation. In no case will seniority be interrupted or forfeited by illness, layoff, military duty or approved leave of absence.
- B. Layoffs: When it is necessary to reduce the number of employees on the City payroll because of the lack of funds, the Police Commission or the City Manager as appropriate will decide which employees will be laid off. The following factors will be considered in determining layoff:
  - 1. Employee efficiency will be a factor in determining the order in which the employees should be released.
  - 2. The advisability of demoting employees in higher classifications to lower classes for which they are qualified, and laying off those in lower classifications will also be considered.
  - 3. All other things being equal, consideration will be given to the employee's length of service with the City of Portsmouth in determining lay-offs.

- C. Re-employment List: Employees separated from the service of the City through no fault of their own shall be placed on a re-employment list.
- D. The City agrees to maintain employees on this re-employment list for twelve (12) months following the employee's date of lay off. This list will be kept for each job classification within each department.
- E. If a vacancy is to be filled, it will be posted within five (5) working days in appropriate City Municipal buildings to allow Association Members an opportunity to indicate their interest in filling such positions by submitting a written statement to that effect to the City Manager, or the Police Commission as appropriate.

**SECTION 18. SAVINGS CLAUSE**

If any provision of this Agreement shall be contrary to any Law, such invalidity shall not effect the validity of the remaining provisions.

**SECTION 19. TIME OF AGREEMENT**

This Agreement shall cover a two year period commencing on July 1, 2016 and ending on June 30, 2018 with no provision having retroactive effect unless specifically identified as such.

Should neither party to this Agreement initiate negotiations as required by State law, this Agreement will be considered to remain in force and to have been automatically extended.

**SECTION 20. COPIES**

All employees, including new employees, shall be provided with a copy of this Agreement, and all appendices at the City's expense. The Human Resources Director and the Police Chief shall comply with this provision no later than thirty (30) days after the signing of this contract.

SIGNATURES

Executed this \_\_\_\_ day of \_\_\_\_\_, 20168.

**PORTSMOUTH PROFESSIONAL  
MANAGEMENT ASSOCIATION**

**CITY OF PORTSMOUTH  
NEW HAMPSHIRE**

\_\_\_\_\_  
~~Steve Butzel~~ Jamie McCarty  
President

\_\_\_\_\_  
John P. Bohenko  
City Manager

**Management Association  
Negotiating Committee**  
Rus Wilson  
Jamie McCarty  
Nick Cracknell

**City of Portsmouth  
Negotiating Committee**  
Thomas Closson, City Negotiator  
Dianna Fogarty, Human Resources Director  
Peter Rice, Public Works Director

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DRAFT

**Custodial Supervisors - General Fund**

COLA	2.00%
Retirement	11.38%

**FY19**

<i>Current Agreement</i>	
Salaries	568,751.00
Sub Total	568,751.00
FICA	35,262.56
Medicare	8,246.89
Retirement	64,723.86
Sub Total	108,233.32

**Cost of Current Contract 676,984.32**

**Additional Cost Proposed from TA**

COLA on base salaries	11,375.02
Total Cost	11,375.02
Medicare	164.94
FICA	705.25
Retirement	1,294.48
Total FICA, Medicare & Retirement	2,164.67

**Total Cost Rollout of Tentative Agreement 13,539.69**

**Proposed Current Annual Budget & Tentative Agreement 690,524.00**

**MEMORANDUM OF AGREEMENT**

**Portsmouth School Board  
and  
Custodial Supervisors Union**

**WHEREAS**, the Portsmouth School Board (“the Board”) and the Custodial Supervisors Union (“the Union”) are parties to a collective bargaining agreement (“CBA”) expiring June 30, 2018.

WHEREAS, the Parties desire to extend the term of this contract for one additional year.


THEREFORE, the Parties agree to the following terms:

1. The parties agree to add an additional year to the CBA, so that the CBA will now expire on June 30, 2019;
2. The ten year rolling COLA adjustment as outlined in Article 72. Wages and Salary Guide. COLA Adjustment in the current contract will continue on July 1, 2018.
3. This agreement will be null and void unless approved by the Portsmouth City Council.
4. The terms of the Memorandum of Agreement are a one-time event, and do not set any binding precedent on either party.
5. With the exception of those changes outlined above, all of the remaining terms of the CBA will remain in place and will continue in full force and effect through June 30, 2019.

Dated: 2-13-18

  
\_\_\_\_\_  
Portsmouth School Board

Dated: 2-9-18

  
\_\_\_\_\_  
Custodial Supervisor Union

Dated: \_\_\_\_\_

\_\_\_\_\_  
Approved by the Portsmouth City Council

Representing Management Exclusively in Workplace Law and Related Litigation



Attorneys at Law

Jackson Lewis P.C.  
100 International  
Drive  
Suite 363  
Portsmouth, NH 03801  
Tel 603 559-2700  
Fax 603 559-2701  
[www.jacksonlewis.com](http://www.jacksonlewis.com)

ALBANY, NY	GRAND RAPIDS, MI	MORRISTOWN, NJ	RALEIGH-DURHAM, NC
ALBUQUERQUE, NM	GREENVILLE, SC	NEW ORLEANS, LA	RAPID CITY, SD
ATLANTA, GA	HARTFORD, CT	NEW YORK, NY	RICHMOND, VA
AUSTIN, TX	HONOLULU, HI	NORFOLK, VA	SACRAMENTO, CA
BALTIMORE, MD	HOUSTON, TX	OMAHA, NE	SAINT LOUIS, MO
BIRMINGHAM, AL	INDIANAPOLIS, IN	ORANGE COUNTY, CA	SALT LAKE CITY, UT
BOSTON, MA	JACKSONVILLE, FL	ORLANDO, FL	SAN DIEGO, CA
CHICAGO, IL	LAS VEGAS, NV	OVERLAND PARK, KS	SAN FRANCISCO, CA
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DENVER, CO	MILWAUKEE, WI	PORTSMOUTH, NH	WHITE PLAINS, NY
	MINNEAPOLIS, MN	PROVIDENCE, RI	

THOMAS M. CLOSSON  
DIRECT DIAL: 603.559.2729  
[THOMAS.CLOSSON@JACKSONLEWIS.COM](mailto:THOMAS.CLOSSON@JACKSONLEWIS.COM)

To: City Manager John Bohenko and Portsmouth City Council  
From: Thomas M. Closson  
Re: Proposed Contract Extension with the Portsmouth School Custodial Supervisors Union  
Date: February 14, 2018

---

I am pleased to recommend the one year contract extension with the Portsmouth School Custodial Supervisors Union. This contract extension continues the Union's current collective bargaining agreement until June 30, 2019, including an annual COLA adjustment using the 10 year rolling average CPI-U of no less than 2% and no more than 5% on July 1, 2018. In my opinion, the extension is fair and reasonable to both parties, and meets the goals set by the City for its collective bargaining agreements. I will be happy to answer any questions that you may have.



**CUSTODIAL SUPERVISORS**

**WORKING AGREEMENT**

**BETWEEN**

**THE PORTSMOUTH SCHOOL BOARD**

**AND**

**CUSTODIAL SUPERVISORS UNION**

**July 1, 2015 - June 30, 2018**

## **WORKING AGREEMENT**

By this Agreement the School District, Administration Unit No. 52, City of Portsmouth, N.H., hereinafter called the SAU and THE Custodial Supervisors Unit of the Portsmouth School District, do hereby reach agreement.

### **WITNESSETH**

Whereas the Unit established itself as the exclusive representative of the custodial supervisors of the Portsmouth School District who are members of the unit and on regular active duty for the SAU and enrolled on the SAU's payroll, now, therefore, the parties hereto contract and agree with each other as a result of collective bargaining as follows.

#### **1. Recognition**

Whenever used in the Agreement, the word "employee(s)" refers to a person or persons actively and regularly engaged in SAU work or enrolled on the regular payroll of the SAU of the City of Portsmouth, N.H.

#### **2. Bargaining With Individual Employees**

The CSU agrees for itself and its members that no member individually will bargain with the School Board or any of its authorized agents on matters pertaining to wages, hours of work, working conditions, and transfers or promotions.

The District agrees for itself and any of its authorized agents that it will not bargain with an individual employee on matters pertaining to wages, hours of work, working conditions, and transfers or promotions in accordance with the provisions of Chapter 273-A (PELRB).

#### **3. Management's Rights**

It is understood that the SAU shall have the exclusive control of its operation. Nothing in this agreement shall be deemed to limit the SAU in anyway in the exercise of the regular and customary functions of management, including the direction of the working forces, the establishment or methods of operation, the establishment of plans for efficiency, the adoption and maintenance of engineering standards, and the right to select or employ supervisory employees and their assistants, except as specifically and

expressly limited by any of the provisions of this agreement.

#### **4. CSU Rights**

It shall be the right of the CSU to present and process grievances for its members whose wages, working conditions or status of employment are changed as a result of management's exercising the above mentioned rights, whenever such grievances exist in accordance with the provisions of Chapter 273-A:XII (PELRB).

#### **5. Holidays**

Regular, full-time employees shall be paid the following legal holidays. Should a holiday fall on a Sunday, it will be celebrated on Monday. Should a holiday fall on a Saturday, the preceding Friday will be considered the holiday. All regular, full-time employees shall be paid for this day. The following shall be designated as holidays.

Independence day	*1/2 day before Christmas
Labor Day	Christmas Day
Veterans' Day	Day after Christmas Day
*1/2 day before Thanksgiving	Day before New Year's Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Memorial Day
Martin L. King Day	

\* The SAU agrees to grant one-half a day before Thanksgiving Day and Christmas Day when the School Department is in session one-half day before Thanksgiving Day and Christmas Day, provided it is not a regular school day. Beginning with the 2003-04 school year, Columbus Day will be designated as a holiday in any year that is not a regular school day.

#### **6. Holiday Pay**

Holiday pay shall be granted if an employee reports for work on the last regularly scheduled work day prior to the holiday and the first regularly scheduled work day after the holiday, provided the absence from work for legitimate reasons, excluding sickness, will not be grounds for denying holiday pay.

#### **7. Holiday Pay (Overtime)**

All hours paid on a holiday shall be counted as hours worked when computing overtime.

#### **8. Holiday Pay (While on Leave)**

If a holiday occurs while an employee is on paid leave, the employee shall be granted an extra day. This day may be taken at any time during the year with sufficient notice, subject to the approval of the Building Principal.

### **9. Vacations**

All full-time employees shall receive a paid vacation. Length of service on the chart below will be measured as of the July 1 prior to the employee's actual date of hire. For example an employee whose first day of work for the District was September 20, 1998 will be deemed to have completed six years of service for vacation purposes on July 1, 2004. District seniority within the building shall be the determining factor in selection of vacation time. Vacation pay will be based on an employee's regular rate of pay using the following schedule.

After 6 Months	5 days
1 Year - 5 Years	10 days
6 Years - 10 Years	15 days
11 Years - 15 Years	20 days
16 Years - 24 Years	25 days
25 Years and Beyond	30 days

All bargaining unit members employed on July 1, 2003 will move into this schedule without losing days from old schedule and will complete the transition by June 30, 2008. Bargaining unit members whose first day of work was after July 1, 2003 will be on the schedule immediately.

Employees hired into the district as of July 1, 2015 will follow the schedule below:

After 6 Months	5 days
1 Year - 5 Years	10 days
6 Years - 10 Years	15 days
11 Years - 15 Years	20 days
16 Years and beyond	25 days

### **10. Vacation Accumulation**

Vacation accumulation is not to exceed forty (40) days.

### **11. Vacation Notification**

Vacation may be taken at any time during the year with sufficient notice subject to the approval of the SAU.

The SAU agrees to notify each employee, in writing, of accumulated vacation leave days once a year in the month of July.

#### **12. Pre-Paid Vacation**

Employees are entitled to a prepaid vacation with a notice of one (1) week to the pay period.

#### **13. Vacation Termination**

Upon his termination of employment, the SAU shall pay to the employee an amount equal to one hundred percent (100%) of vacation leave earned prior to the date of termination of employment.

Upon the death of an employee while in the employment of the SAU, the SAU shall pay to that employee's estate an amount equal to one hundred percent (100%) of earned vacation leave.

#### **14. Promotions, Transfers and Postings**

The SAU reserves the right and shall have the right to make promotions and transfers primarily on the basis of ability, performance, attitude, and appearance but shall be governed by seniority when equal qualifications are present.

All employees who are successful candidates for a vacancy or new job will be given a reasonable opportunity to learn that job.

When a question arises as to the proper person having been chosen to fill any job and it cannot be resolved, it will be settled by using the grievance procedure.

All unit vacancies and new jobs that are to be filled shall be posted no later than five (5) days after the School Board has met in regular session after said vacancies or new jobs have occurred.

Custodial Supervisors will keep custodians who are supervised by them informed of any openings or transfers that occur in the Portsmouth School Department.

These vacancies and new jobs shall be posted for five (5) working days in each school to allow employees the opportunity to apply for said position. All vacancies and new jobs must be filled within thirty (30) working days after the expiration of the posting period.

After the position is awarded, the name of the person who has been awarded the position shall be posted for five (5)

working days. Any candidate who has applied for the posted position may, in writing, request a meeting with the Building Principal and Personnel Director to discuss the reason(s) why he/she was not selected. Said meeting should take place no later than five (5) working days after the written request has been received.

The CSU members shall receive copies of all unit vacancies and new jobs. If vacancies or new jobs are not to be filled or cannot be filled, the SAU shall notify the CSU members no later than thirty-five (35) work days after the position was posted or if the School Board, prior to posting, decides not to fill said vacancy or new position.

Job Elimination - It is understood that an employee may not bump an employee in a higher job category.

#### **15. Job Posting**

Job posting shall include job specifications, job location, shift and hours, if the job is permanent with a permanent rating. All postings are to be dated, indicating month, day and year.

The above procedure shall be followed in all transfers and vacancies whether temporary or permanent.

The SAU agrees to assign employees to the school nearest the employee's residence whenever it is feasible and in the best interest of the School Board. Assignment will be based on employee's seniority.

After an award has been made concerning new jobs and vacancies, the name of the person, job location, shift, and/or hours shall be posted for five (5) working days. This also applies when the School Board goes outside to fill the above-mentioned jobs.

#### **16. Non-Selection**

Employees who apply for new jobs, promotions, transfers and vacancies who are not selected, may request a meeting with the Building Principal and Personnel Director in writing to discuss reasons for the non-selection. Said meeting shall be held within five (5) working days.

#### **17. Management Positions**

Vacancies in management positions shall be posted in each school to allow employees the opportunity to bid on such positions.

#### **18. Disciplinary Procedures**

All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied.

All suspensions and discharges must be in writing with reasons stated and a copy given to the employee.

Disciplinary action shall follow this order:

- A. Verbal warning
- B. Written warning
- C. Suspension without pay (five (5) days maximum)
- D. Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge, including but not limited to the following reasons:

- (a) Misconduct during employment
- (b) Incompetency or inefficiency
- (c) Failure to perform assigned duties
- (d) Disobedience to his superior
- (e) Failure to observe rules and regulations
- (f) Incompatibility with other employees
- (g) Unauthorized absence from duty
- (h) Being under the influence of liquor or illegal drugs while on duty
- (i) Drinking intoxicating beverages and using illegal drugs on duty
- (j) Falsifying sickness or any other cause of absence

#### **19. Just Cause**

No employee shall be penalized, disciplined, suspended, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any advancement without just cause.

#### **20. Written Reprimand**

The personnel record of an employee will be cleared of a written reprimand after a period of one (1) year from the date of the reprimand, provided there are no similar infractions committed during the intervening period. However, if the discipline involves misconduct of any type against a minor, the document shall remain in the personnel file.

#### **21. Suspension Notices**

The personnel record of an employee will be cleared of suspension notices after a period of two (2) years from the

date of suspension provided no similar infractions have been committed during the intervening period. However, if the discipline involves misconduct of any type against a minor, the document shall remain in the personnel file.

## **22. Grievance Procedure**

22.1 A grievance for the purpose of this Agreement is a complaint against the employer by an employee with respect to the meaning and/or application of a provision of this Agreement.

22.2 A grievance must be filed within fifteen (15) working days of its occurrence or when the employee, by reasonable diligence, should have known of its occurrence. Grievances shall be processed in the following manner:

- A. An employee (or the Union) who has a grievance shall discuss the grievance with his steward. An initial meeting will be held among the employee, a Union representative, and the Building Principal for the purposes of determining if the matter can be resolved informally.
- B. If an employee is not satisfied with the informal resolution of the matter, a grievance may be filed with the business Administrator within five (5) working days after the meeting with the Building Principal. The grievance shall be in writing and on an official grievance form. The Business Administrator shall meet with the Building Principal, employee, and the Union representative and render a decision in writing within five (5) days after the meeting.
- C. An unfavorable decision in Step B may be appealed in writing within five (5) working days to the Superintendent of Schools. The Superintendent of Schools shall have four (4) working days to render a decision in writing. The parties agree to accept the Superintendent of Schools decision as final and binding.
- D. By mutual agreement of the parties, the above time limits may be extended to any step and may be passed for failure to respond.

## **23. Seniority**

An employee's seniority shall commence with his/her date of hire and shall continue for as long as he/she is employed by the SAU.



An employee shall not forfeit seniority for absences caused by the following:

- (a) Illness resulting in total/temporary disability due to his/her regular work with the School Board, certified by an affidavit from the worker's compensation carrier.
- (b) Illness not the result of misconduct resulting in total/temporary disability certified by a physician.
- (c) Duty with the Armed Forces.

**24. Promotions, Transfers, Layoffs, Vacations and Overtime**

Seniority, ability, attitude and performance shall be determining factors in promotions and transfers. Seniority alone shall be the determining factor in layoffs, vacations and overtime. A three (3) week notice by certified mail shall be sent to any employee to be laid off.

**25. Seniority (Definition)**

Seniority shall be defined as having priority over or being given preference because of continuous years of employment as a custodian. In no case will seniority be forfeited or accrued while on layoff or approved leaves of absence.

**26. Seniority List**

The SAU agrees to establish and keep up to date a seniority list by district. This list shall be posted once a year in July.

**27. Seniority/Forfeited**

Seniority is forfeited by voluntary resignation, discharge for just cause and retirement.

**28. Re-Employment List**

The person with the most seniority will be hired back first. All employees who have been laid off will be kept on a re-employment list for a minimum of two years. Qualified and available permanent employees shall be reinstated before new employees are hired.

An employee who is offered a regular full-time job and does not accept recall shall be dropped from the reemployment list. Employees offered reemployment shall have two (2) weeks to decide upon the offer and must be ready to start work within two weeks of notifying the School Department of

acceptance unless the parties agree otherwise in a specific instance.

**29. Sick Leave Days (Accumulation)**

Sick leave without loss of pay or fringe benefits shall be computed at the rate of 1 1/4 days per month or 15 days per year and may be accumulated without limitation. For employees hired after 1/1/90 accumulation to be limited to 150 days. It will be credited to an employee's record only after earned. For employees hired into the district after July 1, 2015, sick leave without loss of pay or fringe benefits shall be computed at the rate of 1 day per month or 12 days per year.

**30. Sick Leave (Pay Back)**

The School Board agrees to pay 60% of the accumulated sick days (in a cash payment at their present per diem rate) to any employees who terminates employment with the School District, so long as the employee has been employed in the system for ten (10) or more years, the only exception being if an employee is discharged for just cause. In all cases, prior notice of termination or retirement must be given a year in advance of that termination or retirement.

Employees hired after July 1, 1996 shall not receive any sick leave payout upon termination, retirement, layoff, or death.

Employees seeking payment under this Article shall notify the Superintendent by the first of January prior to their last year of work in order to receive severance pay at retirement. If the employee complies with this notice, severance pay will be payable on or after July 1 of the year in which the notice is given. If the employee does not so notify the Superintendent, he/she will receive severance pay no later than the fiscal year following his/her retirement.

**31. Sick Leave (Notification)**

The School Board agrees to notify each employee in writing of accumulated sick leave days once a year in the month of July.

**32. Sick Leave and Vacation (Overtime)**

Paid sick leave taken and vacation shall not be counted as hours worked when computing overtime.

**33. Sick Leave (Medical or Dental)**

Sick leave shall be used for medical or dental appointments during working hours. Employees shall be charged for actual time absent.

#### **34. Sick Leave (Call In)**

All employees shall call in at least two hour prior to shift starting time if they are taking a sick day. This does not apply in cases of emergency.

#### **35. Bereavement Leave**

In addition to sick leave, bereavement leave will be granted, as follows:

Up to three (3) days

- brother-in-law
- sister-in-law
- grandparents
- aunt or uncle
- niece or nephew
- blood relative or ward residing in the same household

Up to five (5) days

- parents
- sister
- brother
- parent-in-laws

Up to seven (7) days

- Husband, wife or civil union partner
- children

Extensions may be granted by application and approval of the Superintendent.

#### **36. Personal Days**

All employees shall be entitled to five (5) non-accumulative personal days per year. Permission to use these days is subject to the approval of the Building Principal, with a copy sent to Personnel 24 hours prior to taking, except in the case of an emergency.

#### **37. National Guard/Armed Reserves Leave**

An employee called to serve a training tour of duty or for emergency (floods, hurricanes, riots, etc., or upon the call

of the Governor of the State of New Hampshire) with the National Guard or Armed Reserves will suffer no loss of pay or fringe benefits and will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service. Reimbursement under this section shall not exceed four weeks per employee per year.

### **38. Civil Leave for Juror or Witness Service**

Employees who are subpoenaed as witnesses in a civil or criminal case, or who are called for service on a jury, will be granted paid leave for the period of time they are unable to report to work. The employee shall transmit any monies received from such assignment, other than those paid for personal expenses (e.g., travel) to the School Board.

All time spent while serving on jury duty shall be counted as hours worked.

### **39. Leave Of Absence**

A leave of absence may be granted without pay or benefit, with the written approval of the Superintendent and the School Board after an employee has been employed for at least three years.

### **40. Normal Work Week**

The normal work week shall consist of any five consecutive days, Monday through Saturday. The normal work day shall consist of any eight consecutive hours within a 24 hour period, exclusive of 1/2 an hour for lunch period for the day shift and 1/2 an hour for the night shift employees. By mutual agreement between the principal and the employee, a work week of four 10-hour days may be implemented during the summer school vacation.

### **41. Work Schedule Change**

In the event that it is necessary to change the work schedule in effect, it may be changed provided a two (2) weeks notice is given in advance to those employees affected, stating the duration of the change. This shall not apply in an emergency situation. Any changes not covered by this section, hereof, shall be by agreement of the parties.

### **42. Avoid Payment Of Overtime**

The SAU agrees that the employee's normal work day or normal work week shall not be interrupted to avoid payment of overtime.

#### **43. Evaluations**

All employees covered by this agreement shall have a conference with their supervisors to explain their evaluations. After that conference, both the employee and the supervisor are to initial the evaluation and, if it is desired, either may at that time indicate and attach any substantial agreement or disagreement with that which is written. Such initials shall indicate only that the evaluation has been read and in no way indicates agreement. Upon notice, employees shall have the right to review and reproduce material in their personnel files.

#### **44. No Strike Clause**

There shall be no strikes of any kind, stoppage of work, slowdowns or any kind of interference with or interruptions of the SAU's business by the CSU or its members. There shall be no lockout, partial or total, by the SAU as provided in Chapter 273-A:3 (PELRB).

#### **45. Stability Of Agreement**

Should any article, section, portion thereof of this Agreement be in violation of a State law or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

#### **46. Work Breaks**

Coffee breaks or other similar breaks shall be granted to all employees covered by this agreement for a fifteen (15) minute period during each four consecutive hours of work.

#### **47. Overtime**

All employees shall receive time and a half for all hours worked over forty in any one week. Employees who are requested to work on Sundays for non-school related work (non-school related work is when the school department will receive reimbursement from another party for the custodians' hours) shall be paid two times their regular hourly rate of pay.

#### **48. Call-In Time**

When employees are called in to work outside their regularly scheduled working hours, they shall be paid a minimum of

three (3) hours at time and one-half their regular hourly rate.

#### **48A. Week-End Building Checks**

Employees scheduled by the Principal or the Business Administrator to check the building over the week-end shall be paid a minimum of 3 hours of overtime for the week-end (6 hours at the High School).

#### **49. Safety**

The SAU shall have the right to make regulations for the safety and health of its employees during their hours of employment.

#### **50. Proper Care**

The Union and its members agree to exercise proper care and to be responsible for all School Board property issued or entrusted to them.

#### **51. Personnel File**

No written material concerning an employee's conduct, service, character or personality while on the job shall be placed in the employee's personnel file unless the employee has had an opportunity to read and initial the actual copy to be filed with the understanding that such signature merely signifies that the material has been read and in no way indicates agreement.

#### **52. Clothing Allowance/Shoe Allowance**

Seven (7) new sets of uniforms will be furnished by the School Board at its expense for all employees covered by this Agreement, including two (2) sets of summer uniforms (shorts and polo shirts). The School Board will replace said uniforms no later than 30 days after request to replace. No later than 30 days after the completion of the probation period or as soon as possible thereafter employees will be issued new uniforms. Upon termination each employee must return all uniforms. The School Department will provide eighty dollars (\$80.00) annually for work boots/shoes/sneakers effective July 1, 2004. The School Department shall have the right to establish the specifications for boots/shoes/sneakers purchased under this section.

#### **53. Special Clothing**

Special clothing will be issued upon the request of a custodian if approved by the Building Principal.

#### **54. Retirement**

All employees covered by this agreement shall participate in the New Hampshire State Employee's Retirement System in accordance with its terms.

#### **55. Credit Union**

As an additional service, all employees are entitled to participate in the Portsmouth Northeast Federal Credit Union.

#### **56. Bulletin Boards**

The School Board shall provide space for bulletin boards for the posting of notices of the SAU addressed to the employees and notices of the Union addressed to its members.

#### **57. Non-Contracting Service Clause**

The School Board agrees that work or services presently performed shall not be subcontracted, transferred, leased, assigned, or conveyed, whole or in part, to any other agency, person, private contractor, or non-unit employee, where such work or services can be performed by present employees. The Association understands that the School Board's position is that this clause is not legally enforceable and in the event the School Board successfully attacks the validity or enforceability of such a clause in another school department labor agreement, through litigation, the association agrees to be bound by the final decision.

#### **58. Related To Another Employee**

No employee related to another employee shall work in the same building if one of the employees is in a supervisory capacity.

#### **59. Copy Equipment**

The SAU agrees to allow the use of its copying equipment to members of the CSU unit when the purpose is to provide notices and information to its members. This work will be performed with prior approval by the building administrator and at a time designated by that administrator, and the materials are to be supplied by the CSU.

#### **60. Copies**

The SAU agrees to provide each custodial supervisor unit member with a copy of this agreement within 30 days of signing. The SAU agrees to further provide each custodial supervisor with a copy of the contract between the SAU and the custodian unit.

### **61. Benefits (Maintenance of)**

Nothing in this agreement, either by inclusion or exclusion, shall be so interpreted as to limit any benefits now enjoyed by the custodial Supervisors.

### **62. Emergency Definition**

For the purpose of the agreement, an emergency shall be defined as an unexpected event or happening.

### **63. School Building**

The SAU agrees that the bargaining unit and its representatives may have permission to use a designated room with sufficient prior notice, in a school building to conduct general meetings at reasonable hours.

### **64. Bonding Of Employees**

The SAU agrees that the bonding of custodial supervisors shall remain at the present level throughout the duration of this AGREEMENT.

### **65. Insurance**

The School Board shall pay provide health insurance for individual, two person, or family coverage for full-time employees.

Employees will have the option of choosing between the POS, HMO or Open Access plan offered through SchoolCare. The employee's will pay fourteen (14%) of the plan and the School Department will pay eighty-six (86%) of the plan.

Starting on July 1, 2016, the City will offer full-time employees only the Consumer Driven Health Plan (CDHP) issued by Cigna Insurance under its SchoolCare Plan of the New Hampshire School Health Care Coalition. The employee's premium cost share for the CDHP (single, 2-person or family option) will be 5% of the total premium. The City's premium cost share will be 95% of the total premium. If, at any time, the cost of the CDHP exceeds the threshold level(s) for assessment of the Cadillac Tax under the ACA, the parties will immediately reopen the contract on the issue of health insurance only, for the purpose of selecting a replacement plan that does not exceed the threshold level(s) for assessment of the Cadillac Tax under the ACA. If the parties are not able to agree on a replacement plan, the City's total contribution to health insurance coverage



(including premiums, additional taxes assessments) will not exceed the current threshold levels for assessment of the Cadillac Tax under the ACA (\$10,200 for single plan and \$27,500 for a two person/family plan).

The Association agrees to participate in a City-wide committee to explore health insurance options.

Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this five (5) year agreement such plan would only become effective if ratified by the Association, approved by the School Board and approved by the City Council.

The Board need not provide coverage under Blue Cross/Blue Shield if the employee is already covered under the same plan or a plan with equal benefits. If an employee is found to have dual coverage, the employee must pay back to the Board an amount equal to the premiums paid by the Board during this time.

Effective as soon as possible after final approval of this contract, the School Board will offer employees the option of participating in an IRS 125 Plan (premium conversion plan) so employees may pay their portion of the premium with pre tax dollars (applicable to co-pay attributed to 95 if possible).

#### **66. Long Term Disability**

The Board will purchase income protection insurance for each employee to begin on the 91st day of disability in an amount equal to 66 2/3%, up to \$1200.00, of the monthly salary of the employee at the date of disability. Said insurance shall run until age 65 and shall be coordinated with Social Security benefits.

#### **67. Life Insurance**

The School Board shall purchase one hundred percent (100%) of term life insurance for all employees, equal to twice the annual income of each employee. It is understood that employees age 70 and over will have their benefits reduced in accordance with the Certificate Schedule attached.

#### **68. Dental Insurance**

SAU agrees to provide Cigna(Plan One - see Appendix A) or an equivalent plan and to pay one hundred percent (100%) of the premium cost for single, two-person, or family plan.

#### **69. Liability Insurance**

The School Board shall save harmless all employees from financial liability arising out of any claim suit, criminal prosecution or judgment against them because they are an employee of the School Board or because of an act taken by them in the course of their employment.

The above shall not apply in cases where an employee is guilty of gross negligence or gross irresponsibility. An employee who has been found guilty of gross negligence or gross irresponsibility by the employer may appeal such decision through the grievance procedure. Should said appeal find in favor of the employee, the employer shall make the employee whole in terms of all financial liability or loss and all costs related to the alleged negligence or irresponsibility and the subsequent appeal.

#### **70. Unemployment Compensation**

All unit employees shall be covered by the State of New Hampshire Unemployment Compensation Act, as provided in Chapter 348 and all amendments thereafter.

#### **71. Worker's Compensation**

Worker's Compensation benefits will be provided as specified in the New Hampshire Statutes. In cases where an employee is on total disability, the School Board shall pay to the employee the difference between the Worker's Compensation benefit and the employee's take-home pay. In accordance with past practice an employees accumulated sick leave time shall be used to pay the supplemental pay to make up the difference in the Worker's Compensation benefit and the employees take home pay.

In no event shall such payments exceed fifty-two (52) weeks.

#### **72. Wages And Salary Guide**

All Custodial Supervisors will be paid in accordance with the following schedule.

All Custodial Supervisor's base pay will be the highest base pay of a custodian plus \$.40 (forty cents) per hour effective July 1, 2003. Effective July 1, 2010, the differential shall be \$0.45; on July 1, 2011, \$0.50; and on July 1, 2012, \$0.55.

Custodial Supervisor's Merit Pay Schedule:

1 to 3 years a supervisor in the Portsmouth School  
Dept. - \$0. 20per hour

3 to 6 years a supervisor in the Portsmouth School  
Dept. - \$0. 25per hour

6 to 15 years a supervisor in the Portsmouth School  
Dept. - \$0. 30per hour.

Over 15 years as a supervisor in the Portsmouth School  
Dept. - \$0.50 per hour.

An employee will only receive merit pay if his/her most recent performance evaluation is acceptable or better.

#### COLA Adjustment

Effective July 1, 2015, and each July 1 of each year from July 1, 2015 through June 30, 201~~8~~9 a COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.

The COLA adjustment percentage shall be determined by the ten (10)-year rolling average in the CPI-U for the Boston-Brockton-Nashua --MA-NH-ME-CT all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for the most recent calendar year preceding the July 1 adjustment. BLS's calendar year for this index is November through November. It is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

*Thus if the ten (10)-year rolling average for the CPI-U for the Boston SMSA calendar year is 1.5% the applicable COLA adjustment would be 2%; if it is 3.5% the applicable COLA adjustment would be 3.5%; if it is 5.5% the applicable COLA adjustment would be 5%.*

Applicability After Contract Expires: It is clearly understood that in the event that the three year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 201~~8~~9, that no further COLA adjustments after July 1, 201~~7~~8 will be generated under the Working Agreement even though the Working Agreement has an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed "status quo" as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, 201~~8~~9.

#### **73. Longevity**

Longevity will be paid in accordance with the following schedule:

	July 1, 2015	July 1, 2016
After 5 years	\$ 600	\$700
After 10 years	\$ 700	\$800
After 15 years	\$ 800	\$900
After 20 years	\$ 900	\$1,000
After 25 years	\$ 1,000	\$1,100

Increasing by - \$150 for each additional five years of service.

This will be paid in a separate check on the first payday in August.

Longevity is based on years of employment with the SAU in any full time capacity.

#### **74. Mileage**

Employees required or requested to use their personal vehicles in the course of their duty, shall be reimbursed at the minimum rate of 31.5 cents per mile. The rate for mileage shall increase based on the IRS justifiable mileage rate as set by that agency. Mileage payments shall be paid in agreement with the Business Office.

#### **75. Collective Bargaining Procedure**

Any party desiring to bargain shall serve written notice of its intention on the other party at least one hundred twenty (120) days prior to May 16th.

The parties agree to enter into negotiations no later than the third week of January, if possible, to reach agreement on salaries, fringe benefits and other conditions of employment, pertinent to the provisions of N.H. RSA 273-A.

#### **76. Duration Of Agreement**

SAU agrees to a ~~three (3)~~ four (4) year AGREEMENT. This agreement shall be in full force and effect from July 1, 2015 through June 30, 201~~8~~9 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration as provided in Chapter 273-A:3:11.

A (PELRB). Where no such cancellation or termination notice is served, and the parties desire to continue this Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least one hundred twenty (120) days prior to budget

submission date, as provided in Chapter 273-A:3:11 (PELRB), advising that such a party desires to revise or change terms or conditions of such Agreement and specifies the articles to be renegotiated. The Agreement shall remain in full force and effect until such changes and revisions have been agreed upon.

SIGNATURES

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20168.

PORTSMOUTH SCHOOL DISTRICT

CSU OF THE PORTSMOUTH  
SCHOOL DEPARTMENT

~~Leslie Stevens~~Pat Ellis, Chair  
School Board

\_\_\_\_\_

\_\_\_\_\_  
Stephen Zadravec  
Superintendent of Schools

\_\_\_\_\_  
Arthur Ashley

\_\_\_\_\_  
Steve Barlett  
Business Administrator

\_\_\_\_\_  
Edward O'Connell

\_\_\_\_\_  
Thomas Closson  
City Negotiator

**APPENDIX A  
YOUR DENTAL CARE BENEFITS:**

Your dental plan is comprehensive. It will pay the following percentage of your bill for all dental procedures covered by the plan.

	Paid by	Paid
by		Cigna
Patient		

**COVERAGE A:**

Diagnostic - Initial Examination; Examinations to .....	100%	0%
determine the required dental treatment once in a 6-month period; X-Rays – Full Mouth/Panorex X-Rays once in a 3-year period; Bitewing X-Rays once each 12-month period; Periapical X-Rays as necessary		

Preventive – cleaning once in a 6-month period; .....	100%	0%
Fluoride once in a 12 month period (age limit 19); Space Maintainers		

**COVERAGE B:**

Restorative – Amalgam, Silicate and Acrylic .....	8%	20%
restorations		
Oral Surgery – Extractions .....	80%	20%
Endodontics – Pulpal therapy; root canal filling .....	80%	20%
Periodontics – Treatment of gum disease .....	80%	20%
Denture Repair – Repair of removable denture .....	80%	20%
to its original condition		
Palliative – Emergency treatment .....	80%	20%

**COVERAGE C:**

Prosthodontic – Bridges, partial and complete .....	50%	50%
dentures, rebase and recline, crowns, inlays and onlays		

**EXCLUSIONS:**

Services which are not covered by your plan include orthodontics, cosmetic dentistry, equilibration, analgesias, plaque control programs, sealants, myofunctional therapy, implantology, prescription drugs, and treatment of temporomandibular joint dysfunctions.

**MAXIMUM:**

The maximum amount which your plan will pay is \$1500.00 per person per Contract Year.

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**ADMINISTRATORS - General Fund**

COLA	2.00%
Retirement	17.36%

**FY19**

<i>Current Agreement</i>		
Salaries	1,642,400.00	
<i>Sub Total</i>	<u>1,642,400.00</u>	
FICA	101,828.80	
Medicare	23,814.80	
Retirement	285,120.64	
<i>Sub Total</i>	<u>410,764.24</u>	

**Cost of Current Contract 2,053,164.24**

**Additional Cost Proposed from TA**

COLA on base salaries	32,848.00
<i>Total Cost</i>	<u>32,848.00</u>
Medicare	476.30
FICA	2,036.58
Retirement	5,702.41
Total FICA, Medicare & Retirement	<u>8,215.28</u>

**Total Cost Rollout of Tentative Agreement 41,063.28**

**Proposed Current Annual Budget & Tentative Agreement 2,094,227.52**

**MEMORANDUM OF AGREEMENT**

**Portsmouth School Board  
and  
Association of Portsmouth School Administrators**

**WHEREAS**, the Portsmouth School Board (“the Board”) and the Association of Portsmouth School Administrators (“the Association”) are parties to a collective bargaining agreement (“CBA”) expiring June 30, 2018.

WHEREAS, the Parties desire to extend the term of this contract for one additional year.

THEREFORE, the Parties agree to the following terms:

1. The parties agree to add an additional year to the CBA, so that the CBA will now expire on June 30, 2019;
2. The ten year rolling COLA adjustment as outlined in Article XV Salaries, 16.3 COLA Adjustment in the current contract will continue on July 1, 2018.
3. The ten year rolling COLA adjustment outlined in Article III, Longevity will continue on July 1, 2018
4. This agreement will be null and void unless approved by the Portsmouth City Council.
5. The terms of the Memorandum of Agreement are a one-time event, and do not set any binding precedent on either party.
6. With the exception of those changes outlined above, all of the remaining terms of the CBA will remain in place and will continue in full force and effect through June 30, 2019.

Dated: 2-13-18

  
\_\_\_\_\_  
Portsmouth School Board

Dated: 2/9/18

  
\_\_\_\_\_  
Association of Portsmouth School Administrators

Dated: \_\_\_\_\_

\_\_\_\_\_

Representing Management Exclusively in Workplace Law and Related Litigation



Attorneys at Law

Jackson Lewis P.C.  
100 International  
Drive  
Suite 363  
Portsmouth, NH 03801  
Tel 603 559-2700  
Fax 603 559-2701  
[www.jacksonlewis.com](http://www.jacksonlewis.com)

ALBANY, NY	GRAND RAPIDS, MI	MORRISTOWN, NJ	RALEIGH-DURHAM, NC
ALBUQUERQUE, NM	GREENVILLE, SC	NEW ORLEANS, LA	RAPID CITY, SD
ATLANTA, GA	HARTFORD, CT	NEW YORK, NY	RICHMOND, VA
AUSTIN, TX	HONOLULU, HI	NORFOLK, VA	SACRAMENTO, CA
BALTIMORE, MD	HOUSTON, TX	OMAHA, NE	SAINTE LOUIS, MO
BIRMINGHAM, AL	INDIANAPOLIS, IN	ORANGE COUNTY, CA	SALT LAKE CITY, UT
BOSTON, MA	JACKSONVILLE, FL	ORLANDO, FL	SAN DIEGO, CA
CHICAGO, IL	LAS VEGAS, NV	OVERLAND PARK, KS	SAN FRANCISCO, CA
CINCINNATI, OH	LONG ISLAND, NY	PHILADELPHIA, PA	SEATTLE, WA
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DAYTON, OH	MIAMI, FL	PORTLAND, OR	WASHINGTON DC REGION
DENVER, CO	MILWAUKEE, WI	PORTSMOUTH, NH	WHITE PLAINS, NY
	MINNEAPOLIS, MN	PROVIDENCE, RI	

THOMAS M. CLOSSON  
DIRECT DIAL: 603.559.2729  
[THOMAS.CLOSSON@JACKSONLEWIS.COM](mailto:THOMAS.CLOSSON@JACKSONLEWIS.COM)

To: City Manager John Bohenko and Portsmouth City Council  
From: Thomas M. Closson  
Re: Proposed Contract Extension with the Association of Portsmouth School Administrators  
Date: February 14, 2018

---

I am pleased to recommend the one year contract extension with the Association of Portsmouth School Administrators. This contract extension continues the Association's current collective bargaining agreement until June 30, 2019, including an annual COLA adjustment using the 10 year rolling average CPI-U of no less than 2% and no more than 5% on July 1, 2018. In my opinion, the extension is fair and reasonable to both parties, and meets the goals set by the City for its collective bargaining agreements. I will be happy to answer any questions that you may have.

**AGREEMENT BETWEEN**

**THE PORTSMOUTH SCHOOL BOARD**

**AND**

**THE ASSOCIATION OF PORTSMOUTH SCHOOL ADMINISTRATORS**

**EFFECTIVE JULY 1, 2015 THROUGH JUNE 30, 2018<sup>2</sup>**

**ARTICLE I  
RECOGNITION**

The Portsmouth School Board recognizes the Association of Portsmouth School Administrators comprising building principals, assistant principals, and directors as listed by position in this Agreement for the purpose of salaries, working conditions, and benefits. If the position title of an Association member is changed but the function remains essentially unchanged, then the person filling that position and carrying out its function shall be considered as part of the Association and said person shall be entitled to the salary, working conditions, and benefits as agreed to between the School Board and the Association. The work year of all positions in this contract shall remain the same for the duration of the contract. New positions created shall have a working year as designated and agreed upon by the School Board and the Association. If this position is designated as a management position, the new employee shall be scheduled as outlined by the article on the salaries. The Association is thus professionally responsible for the operation of the Portsmouth School System and considers itself an integral part of the system in its relationship with Central Office administrators and with the School Board.

**ARTICLE II  
EXISTING CONDITIONS OF EMPLOYMENT**

Association members shall be entitled to all financial and leave benefits; along with working conditions as negotiated between the Association of Portsmouth Teachers and the Portsmouth School Board, unless otherwise specified in this contract. It is understood that Administrators shall not receive a strategic planning stipend. Association members shall receive said benefits simultaneously with the teachers. Additional benefits to which the Association is entitled are contained within this Agreement.

Health insurance premium payments shall be based upon the teachers' contract. It is agreed that the optional health insurance plans to be made available to Administrators shall provide for a one hundred dollar (\$100.00) emergency co-pay.

Professional Learning Projects: Administrators agree to support the School District's administration of the Profession administration of the Professional Learning Projects (PLP) for teachers. Administrators will not join PLPs with teachers, but may initiate PLPs with other administrators, subject to the same terms and conditions as the PLP program in the Association of Portsmouth Teachers contract.

**ARTICLE III LONGEVITY**

Effective July 1, 2015  
After 13 yrs.     \$3,132  
After 16 yrs.     \$3,760

Administrators with more than 25 years of service in the District are eligible to join the Interdisciplinary Council. The Council will meet no more than quarterly during off-duty hours at the

call of the Superintendent to provide input on curricular and instructional issues to the Curriculum Committee. Attendance at meetings will be mandatory. Eligible administrators joining the Council will be eligible for a \$4000 base rate adjustment in lieu of a longevity adjustment. Hours will count for certification but not count for Professional Learning Project credits.

Administrators serving on the Teacher Quality Panel (TQP) will be paid an annual stipend of \$3,000, to be paid at the same time and in the same manner as TQP stipends are paid to Portsmouth teachers.

Effective July 1, 2015 and July 1 of each year through June 30, 2018~~9~~, the longevity schedule will be adjusted by the 10 year rolling COLA.

Longevity will be based on years employed in the Portsmouth School District in any certified capacity.

### **ADVANCED DEGREE**

Beginning in 1987/88 the payment will be the same as negotiated by the Association of Portsmouth Teachers starting at the Masters level, The schedule shall be as follows:

	<u>13Years or More</u>	
Track B \$2,581	\$ 5,417	Track B Bachelors +15
Track C \$6,306	\$ 9,711	Masters or Bachelors +45
Track D \$6,972	\$10,478	Masters +15 or Bachelors + 60
Track E \$7,635	\$11,245	Masters + 30 or Bachelors + 75
Track F \$8,967	\$12,664	Two Masters or CAGS or Masters+45 or Bachelors +90
Track G \$10,298	\$14,184	PhD/Ed or Two Masters + 15 or CAGS + 15 or Masters + 60 or Bachelors + 105

Adjustments will be made to contracts for any course work completed prior to September 1, if the transcript is received in Central Office before this date. It is the employee's responsibility to notify Central Office that an adjustment should be made. Any credits earned after September 1 applicable for additional money will be on the following year's contract. For each ten (10) hours of staff development time, one (1) credit will be recorded to a maximum of five (5) credits every three (3) years within each administrator's re-certification cycle provided that each formal course count only once toward such payments. Such credits must be directly related to improvement within the administrator's assigned area. The administrator must initiate all such adjustment requests.



**ARTICLE IV  
PROFESSIONAL LEAVE**

Each member shall be entitled to attend various professional conferences with the prior approval of the Superintendent. Each member shall be reimbursed up to three hundred and fifty dollars (\$350) for each school year. Said allowance may be transferable from one member to another with prior approval of the Superintendent. During each school year, two members shall receive five hundred dollars (\$500) each towards the cost of a national conference. The five hundred dollars (\$500) will be in addition to the member's allotted yearly amount.

**ARTICLE V  
SICK LEAVE**

- 5-1 Each Association member will be granted fifteen (15) days leave per year for personal illness or illness in the immediate family. After five (5) years in the Portsmouth School System, sick leave will be earned at the rate of twenty (20) days per year with a total accumulation of two hundred fifty (250) days. [See Section 5-10 with respect to limitations established for employees hired by the School Department after June 30, 1996 who become administrators.]
- 5-2 Utilization of the sick leave entitlement up to fifteen (15) days may be for the purpose of illness in the immediate family. Enlargement of the foregoing provision may be made in extenuating circumstances upon the recommendation of the Superintendent and approval of the School Board.
- 5-3 In the event of prolonged absence as a result of accident or illness, the School Board will consider circumstances that might warrant extension of full or partial sick pay.
- 5-4 A leave bank is hereby established which entitles an individual for reasons of personal illness to borrow, in advance, sick leave not yet accumulated, not to exceed the number of days in the member's contract. The leave bank may only be used if long-term disability is not available.
- 5-5 When an individual who has borrowed from the sick bank returns to work in the System, he/she will repay the sick bank at a rate of fifty percent (50%) of sick days that he/she is accumulating after returning to work.
- 5-6 In the event that a member leaves the System owing time to the sick bank, such time will be repaid in cash (days times the rate per day paid to the individual when the time was borrowed) over a period not to exceed three (3) years. This may be expanded with School Board approval.
- 5-7 The School Board will purchase term life insurance for each member in an amount equal to two (2) times the annual income of the member. The member's beneficiary and the School System will be co-beneficiaries of this insurance. In the event that a member dies while under contract to the School System, any sick leave borrowed from the sick leave bank will be repaid to the School System from the proceeds of the insurance. The balance of the proceeds will be turned

over to the beneficiary named by the member. Additional life insurance may be purchased by the member. The member will pay for this insurance on a monthly basis.

- 5-8 The School Board shall purchase income protection insurance for each member to begin on the thirty-first (31st) day of disability in an amount equal to sixty-six and two-thirds percent (66 2/3%) of the monthly salary of the members at the date of disability and will continue through the age of sixty-five (65) and shall be coordinated with social security benefits. It is understood that a member shall not accept benefits under the income protection plan and simultaneously borrow time from the sick bank. The member and the School System shall be joint beneficiaries of this insurance. Should a disabled member owe days to the sick bank at the time he/she accepts payment under the income protection plan, it is agreed that these days will be repaid from the insurance proceeds over five (5) years.
- 5-9 Any member receiving sick bank or income protection benefits under Article V shall be entitled to sick leave, life insurance, retirement, disability insurance, and health insurance for a period of five (5) years. If a disabled member returns to work under this provision, he/she will be paid a salary upon return commensurate with the rate he/she would have received if he/she had not become disabled. After five (5) years the member will have the option of continuing these benefits at his/her own expense while the member is on disability he/she will be deemed to be under contract to the School System.
- 5-10 Association members shall receive ninety percent (90%) of all accumulated sick days (in cash payment at the per diem rate which the administrator last earned) upon retiring from the Portsmouth School System (with a maximum of 250 days as set forth in Section 5.1 above) or upon an administrator's voluntary resignation so long as the administrator has ten (10) or more years in the system. (The exception to this voluntary resignation provision is that an administrator resigning in the face of dismissal or non-renewal based upon charges of serious criminal misconduct will not be paid for accumulated sick leave under this contract even if the employee voluntarily resigns.) Employees hired by the School Department after January 1, 1996 who become school administrators shall be allowed to accumulate sick leave up to one hundred fifty (150) days based on the provisions in Section 5-1 but shall not be entitled to any payout upon retirement or death or resignation. It is understood that employees hired by the School Department prior to January 1, 1996 who become School Administrators after January 1, 1996 will receive payouts upon retirement, death, or resignation based upon their previous maximum allowance under the Collective Bargaining Agreement that applied to them prior to their promotion. For the purpose of this Section, employees hired prior to January 1, 1996 who are RIFFED and recalled shall be considered hired as of their initial date of hire.

For an administrator entitled to a payout, the retiring administrator may elect the option of accepting this payment as extra compensation during the last three years of service prior to retirement. This article applies to those employees eligible to enter the New Hampshire Retirement System. This payment will be adjusted to reflect the contract in effect at the time of retirement. Further should an administrator covered by this contract die while in the employ of the Portsmouth School System, his/her heirs shall be entitled to be paid for the administrators accumulated (unused) sick leave at one hundred percent (100%).

- 5-11 Any person covered under this Agreement shall be granted sick leave for the purpose of maternity. The duration of sick leave will be dependent upon the person's health as determined by her doctor. Upon receipt of such notification from the physician, the Superintendent will assign the member to her former position or an appropriate alternate position.
- 5-12 Members retiring must notify the Superintendent by September 1 of their retirement year in order to receive their severance pay at retirement. If the member does not notify the Superintendent, he/she will receive severance pay not later than the fiscal year following his/her retirement. Notice of retirement shall be kept confidential within the Central Office until one year prior to official retirement.

#### **ARTICLE VI PERSONAL LEAVE**

Each member shall be entitled to two (2) non-accumulative personal leave days per year to attend to matters that cannot be transacted at any other time. Personal leave does not accumulate.

Effective on July 1, 2009, eligible members will be entitled to four (4) personal days for the 2009-10 contract year only. This is a one-time only increase in personal days and will not carry forward into 2010-11. The additional personal days may not be carried forward or cashed out under any circumstances.

#### **ARTICLE VII COURSE REIMBURSEMENT**

Each member shall be entitled to course reimbursement up to the cost of one four (4) credit course at the University of New Hampshire. With prior approval of the Superintendent, monies may be transferable among members to meet the full cost of that course and any additional courses.

#### **ARTICLE VIII MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS**

Each person who wishes to become a member of the State and National Association shall have full cost of his/her dues reimbursed up to five hundred dollars (\$500) for each school year by the School System. This provision is for membership in professional associations of the member's choice. Monies may be transferable among members of the Association.

**ARTICLE IX  
TRAVEL**

All members of the Association shall receive for expenses incurred in business-related travel the following:

	<u>2015-2016</u>
Business Administrator	\$1,290
Principals	\$556
Tech/Career Director	\$556
Assistant Principals	\$493
School Nutrition Director	\$938
Chapter I Director	\$996
Asst. Superintendent	\$1,290
Director of Pupil Support and Instruction	\$748

Each year through June 30, 201~~8~~<sup>9</sup>, the travel stipend will increase by the COLA adjustment as described in Article XV.

**ARTICLE X  
ASSIGNMENTS AND REASSIGNMENTS**

In the event of a reassignment during a contract year, no member shall incur a loss of pay resulting from such reassignment for the balance of that contract year. However, if the Association member initiates a request for such reassignment, his/her individual contract can be appropriately adjusted. The administrator transferred or reassigned involuntarily will continue to receive the daily rate of pay for the position from which he or she was transferred or the position to which he or she is being transferred, whichever is greater. The number of work days for the transferred administrator shall be established by mutual agreement.

Should any Association position (or portion of a position) be considered for elimination, the Superintendent shall discuss the matter with the chairperson of the Association negotiation team prior to making a decision regarding the elimination of the position or a portion of a position. See Section X-A below regarding the School Board's obligations with respect to position elimination. The date for notification to Administrators of contract non-renewal shall be April 1.

**ARTICLE X-A  
POSITION ELIMINATION**

A. Entire Position Elimination:

If the Board decides to eliminate a position, the administrator affected may apply for any administrative opening in the system. (Openings in the system will be filled by the most qualified applicant, including outside applicants).

If the affected administrator is not awarded another position as an administrator in the system, he/she will be offered a teaching position so long as the administrator has the seniority under the APT's Collective Bargaining Agreement to get a full-time teaching contract in the next school year. If the administrator losing a position due to a job elimination would not have seniority to hold a teacher's full-time position and has 10 or more years of service with the Portsmouth School Department, the School Board will give the administrator one year's notice prior to the elimination of the administrator's position or one-half (1/2) of his/her annual salary in lieu of notice. The decision as to whether to give notice or pay in lieu of notice shall be at the discretion of the Superintendent. "One year's notice" shall mean notice by June 1, for a school year commencing July 1 and running through June 30 of the next year.

In the event an administrator whose position is eliminated is unable to find a full-time teaching or administrator's position starting by the school year next following the notice year and said administrator has five years' of service with the Portsmouth School Department, then the Department will pay said administrator 90% of accumulated sick leave not to exceed 150 workdays unless the administrator is entitled to a greater payout of sick leave under Section V of the Contract based on voluntary termination payout for employees with ten (10) or more years of service. (Sick leave payout shall not be applicable to employees hired after January 1, 1996 regardless of the provisions set forth).

B. Positions Reduced to Half-Time:

If an administrator's position is going to be reduced to half-time and the administrator affected has ten (10) or more years of service with the Portsmouth School Department, the Administrator will be given one year's notice prior to the reduction to half-time or payment in lieu of notice of 25% of the current full-time salary. The decision as to whether to give the notice or pay in lieu of notice shall be mutually agreed between the administrator and the School Board.

**ARTICLE XI  
GENERAL**

If any provision of this contract or any application of this contract to any Association employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

This contract constitutes School Board policy for the term of said contract and the School Board and the Superintendent shall carry out the commitments contained herein and give them full force and effect as School Board policy. The Association shall also carry out all of the terms and conditions contained herein, in the laws and according to regulations of governing boards.

**ARTICLE XII  
EVALUATION**

Evaluations shall be conducted according to the policies adopted by the School Board. It is understood that administrator evaluations will be conducted with due consideration for the Strategic Planning Process. It is the aim of the School Board that administrators will establish goals in coordination with the Strategic Plan and in the furtherance of the Continuous Improvement Process. The Superintendent and the administrator shall jointly establish yearly goals and objectives which will provide the frame work for the annual evaluation.

**ARTICLE XIII  
PER DIEM RATE**

Any Association member employed by the School System beyond his/her contracted days will be paid on a per diem rate based on the current salary of the fiscal year in which the work is performed. Any member who requests, in writing, to be employed beyond his/her contracted days shall submit his/her request to his/her supervisor who, through the Superintendent, will communicate his/her decision as soon as possible. Members who are required to work non-school days will submit these days as contracted days.

**ARTICLE XIV  
REQUEST FOR REASSIGNMENT TO A TEACHING POSITION**

The following guideline shall be adhered to when a request for reassignment by an individual administrator (member of the Association) is submitted to the Superintendent of Schools, Portsmouth School System.

The administrator requesting reassignment, upon approval by the School Board, shall be granted salary and seniority commensurate with the total number of years invested with the Portsmouth School Department from the date of original hire.

**ARTICLE XV  
SALARIES**

- 16.1 The Superintendent may nominate a candidate for a position covered by this Agreement at an annual rate that is not to exceed an amount of three thousand dollars (\$3,000) for the first year; two thousand dollars (\$2,000) for the second year; and one thousand dollars (\$1,000) for the third year below the salary on the schedule. If a person remains in that position, he/she will be placed on schedule after three (3) years. The salary per diem shall never be lower than the highest teacher's salary with a Master's Degree.
- 16.2 A person appointed to an acting position in the Association shall have his/her salary set in the same manner as a new person hired to fill a management position. (Note: New positions will be made known to the Association members prior to public announcement)
- 16.3 Each administrator will be paid twenty-six (26) payments, biweekly, starting with the first pay period in July.

Longevity, Advanced degrees and travel will be paid in a lump sum on the first pay day in December.

COLA Adjustment

Effective July 1, 2015 and July 1 of each year from July 1, 2015 through June 30, 201~~89~~ a COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.

The COLA Adjustment percentage shall be determined by the rolling ten (10)-year average in the CPI-U for the Boston-Brockton-Nashua--MA-NH-ME-CT all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for the ten (10) most recent calendar years preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

*Thus if the rolling ten (10)-year average CPI-U for the Boston SMSA (November 2003 – November 2004) is 1.5% the applicable COLA adjustment would be 2%; if it is 3.5% the applicable COLA adjustment would be 3.5%; if it is 5.5% the applicable COLA adjustment would be 5.0%.*

Applicability After Contract Expires: It is clearly understood that in the event that the three year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 201~~89~~ that no further COLA adjustments after July 1, 201~~78~~ will be generated under the Working Agreement even though the Working Agreement has an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed "status quo" as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, 201~~89~~.

Therefore the salary schedule effective 2015/16 will read as follows:

<u>Position</u>	<u>Days</u>	<u>2015-16</u>
CTE Director	210	\$85,893
RJA Principal	217	\$86,806
Large Elementary Principals	230	\$98,305
High School Assistant Principals	210	\$85,893
Middle School Principal	230	\$102,651
High School Principal	230	\$110,892
Middle School Asst. Principal	210	\$85,893
Director of School Nutrition	211	\$81,467
Special Ed/Assistant Principal LH	210	\$79,538
Director of Pupil Support and Instruction	230	\$97,186

Administrators will increase their work year by one (1) days in 2009-10 and an additional day in 2012-13.

Starting in the 2016-2017 school year, the parties will create a joint labor/management committee to study and make recommendations about possible performance based compensation systems for the Administrators' bargaining unit, utilizing data from the implementation of the new Portsmouth Teachers' Association collective bargaining agreement to inform the process.

#### ARTICLE XVI HEALTH INSURANCE

1. Effective September 1, 2014, or as soon as possible thereafter, the School Department will offer unit members the Consumer Driven Health Plan (CDHP) issued only by Cigna Insurance under its "SchoolCare" plan of the New Hampshire School Health Care Coalition as administered in accordance with its Articles of Agreement and By-Laws or equal and comparable coverage.
2. The employee's premium share for the CDHP plan (Single, 2-Person, Family) will be five percent (5.0%) of the total premium. The School Department's share of the total premium will be ninety-five percent (95.0%).
3. The City shall enroll all Administrators in the SchoolCare – Plan 2 1500 Max (DPO2C) for individual, two-person or family coverage or equal and comparable coverage.



4. If the cost of the CDHP exceeds the threshold levels for assessment of the “Cadillac Tax” under the ACA, the Employer and the Association will immediately reopen the contract on the issue of health insurance only, with the express intent of identifying a healthcare plan that complies with the ACA and does not result in the imposition of the ‘Cadillac Tax.’ If the parties cannot agree on a proposed plan, the plans shall be submitted to binding arbitration no later than April 1, 2017. The parties shall mutually agree on the selection of the Arbitrator.

**ARTICLE XVIII  
DURATION**

This contract shall be effective as of the date of its approval by the City Council and shall continue and remain in full force and effect until June 30, 2018. If no contract is signed upon the expiration of the old contract, then the old contract will be enforced.

**SIGNATURES**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

For the Portsmouth School District:

For the Association of Portsmouth  
School Administrators:

\_\_\_\_\_  
~~Leslie Stevens, Pat Ellis~~, Chair  
Portsmouth School Board

\_\_\_\_\_  
Phil Davis, Chief Negotiator

\_\_\_\_\_  
Thomas J. Closson, City Negotiator

\_\_\_\_\_  
Steve Zadavec, Superintendent

\_\_\_\_\_  
Dianna Fogarty, Human Resources Director

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## Event Listing by Date

Starting Date: 3/ 5/2018

Ending Date: 12/31/2018

Start End	Type Description	Location	Requestor	Vote Date
3/17/2018 3/17/2018	RACE Matt McFarland is the contact for this event mcfarland@rmdavis.com	St. Patrick's Academy - Banfield Road	St. Patrick School - Clover Ru	12/ 4/2017
3/25/2018 3/25/2018	ROAD RACE Donald Allison is the contact for this event.	Starts at Traip Academy in Kittery, ME thru town	Eastern States 20 Mile	12/ 4/2017
4/14/2018 4/14/2018	ROAD RACE Nick Diana is the contact for this event. This event begins and ends at New Castle Great Island Commons. The start is 9:00 a.m.	Starts and Ends at New Castle Commons	Nick Diana	6/19/2017
4/14/2018 4/14/2018	WALK Emily Christian is the contact for this event.	Little Harbour School - start and finish	National Multiple Sclerosis So	10/16/2017
4/22/2018 4/22/2018	RACE This event travels north on Portsmouth Avenue from Greenland side to Rte. 33 and then goes right on Greenland road back to Greenland. There will be a coned lane all along Rte. 33.	Loco Sports Half Marathon Race	Portsmouth Half Marathon	2/ 5/2018
5/ 6/2018 5/ 6/2018	FAIR Barbara Massar, Executive Director is the contact for this event. This event is Pleasant Street - State Street to Market Square; no parking on Market Street - Bow Street to Isle Shoals Steam Co. entrance. This event is from Noon to 4:00 p.m.	Downtown	Children's Day	8/21/2017
5/ 6/2018 5/ 6/2018	RIDE Contact: Melissa Walden, Associate of Development 207-624-0306 Cycle the Seacoast - First riders leaving Redhook Brewery at 7:00 a.m. and the last rider will be in around 3:00 p.m.		American Lung Association	8/21/2017
5/27/2018 5/27/2018	FUND Lilia-Potter-Schwartz is the contact for this event. This is a triathlon which begins at Portsmouth High School	Portsmouth High School	Education to All Children	11/20/2017
6/ 9/2018 6/ 9/2018	FESTIVAL Barbara Massar is the contact for this event. This event begins at 9:00 a.m. to 4:00 p.m.	Market Square	Market Square Day - Pro Portsm	8/21/2017
6/ 9/2018 6/ 9/2018	ROAD RACE Barbara Massar is the contact for this event. The road race starts at 9:00 a.m. in Market Square	Starts in Market Square	Market Square Road Race - Pro	8/21/2017
6/16/2018 6/16/2018	RACE Kaity Stanton, Special Events Manager is the contact for this event. Raindate: June 17, 2018	Pleasant Street	Big Brothers Big Sisters of NH	9/18/2017
6/23/2018 6/23/2018	PRIDE This event begins at the Portsmouth Public Library and continues as one rainbow down the streets leading to Strawberry Banke.	Library to Strawberry Banke	Seacoast Outright	12/18/2017

## Event Listing by Date

Starting Date: 3/ 5/2018

Ending Date: 12/31/2018

Start End	Type Description	Location	Requestor	Vote Date
6/23/2018 6/23/2018	ROAD RACE Contact: Stephanie Puls, Development Coordinator, Special Events spulis@komennewengland.org (774)-512-0403 This event begins and ends at Great Bay Community College	Great Bay Community College	Susan G. Komen New Hampshire R	10/ 2/2017
6/30/2018 6/30/2018	MUSIC Barbara Massar is the contact for this event. This event begins at 5:00 to 9:30 p.m.	Pleasant Street - Summer in the Street Music Serie	Pro Portsmouth	8/21/2017
7/ 7/2018 7/ 7/2018	FESTIVAL Barbara Massar is the contact for this event. This event is part of the Summer in Street Series. It begins at 5:00 p.m. to 9:30 p.m.	Downtown - Pleasant Street	Pro Portsmouth - Summer in the	8/21/2017
7/14/2018 7/14/2018	BIKE TOUR Chris Vlangas, Development Director is the contact. This event begins in Kittery, Maine and travels thru Portsmouth Event begins at 7:30 a.m. Contact Info: 800-757-0203	Shapleigh Middle School in Kittery, Maine	Cystic Fibrosis Foundation	2/ 5/2018
7/14/2018 7/14/2018	MUSIC Barbara Massar, Executive Director is the contact for this event. This event begins at 5:00 p.m. to 9:30 p.m.	Pleasant Street - Summer in the Street Music Serie	Pro Portsmouth	8/21/2017
7/21/2018 7/21/2018	MUSIC Barbara Massar is the contact for this event. The event begins at 5:00 p.,m. to 9:30 p.m.	Market Square - Pleasant Street	Summer in the Street Music Ser	8/21/2017
7/28/2018 7/28/2018	MUSIC Barbara Massar is the contact for this event. This event begins at 5:00 p.m. to 9:30 p.m.	Market Square - Pleasant Street	Summer in the Streets Music Se	8/21/2017
8/11/2018 8/11/2018	BOAT Molly Bolster of the Gundalow is the contact for this event. director@gundalow.org	Peirce Island Boat Launch	Round Island Regatta	2/ 5/2018
8/25/2018 8/25/2018	BIKE TOUR Emily Christian, Logistics Manager is the contact for this event.	Route 1A South	National Multiple Sclerosis So	11/20/2017
9/15/2018 9/15/2018	WALK Ken La Valley, Chair Registration begins at 8:30 a.m.	Little Harbour School - Begin and End	American Foundation for Suicid	2/ 5/2018
9/16/2018 9/16/2018	RACE Jennie Halstead, Executive Director is the contact. This race begins at 7:30 a.m. with registration Start of the race: 9:00 a.m.	Portsmouth Middle School	My Breast Cancer Support	12/18/2017

## Event Listing by Date

Starting Date: 3/ 5/2018

Ending Date: 12/31/2018

Start End	Type Description	Location	Requestor	Vote Date
9/22/2018 9/23/2018	TOUR Caroline Piper is the contact for this event. Tel. (603) 686-4338 This is a two day event.	South End Neighborhood	Friends of the South End	2/ 5/2018
9/23/2018 9/23/2018	WALK Kate Corriveau is the contact for this event. Registration begins at 8:30 a.m. Walk Kicks Off at 10:00 a.m.	Little Harbour School - begin and end	Alzheimer's Association	2/ 5/2018
10/ 7/2018 10/ 7/2018	RACE 6th Annual Memorial Bridge 5 K - Prescott Park Arts Festival and Seacoast Community School 10:00 a.m. to 11:30 a.m.	Memorial Bridge	Prescott Park Arts Festival	2/20/2018

# THOMAS R. WATSON

200 New Castle Avenue  
Portsmouth, New Hampshire 03802

December 22, 2017

John P. Bohenko, City Manager  
City of Portsmouth  
1 Junkins Avenue  
Portsmouth, New Hampshire 03801

**RE: Prescott Park Policy Advisory Committee**

Dear John,

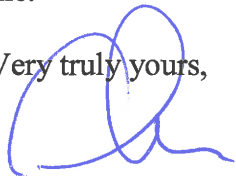
On behalf of the Prescott Park Policy Advisory Committee, I am pleased to present the Committee's Final Report and Recommendations. This report is the product of extensive discussion and deliberation by the Committee during eighteen public meetings over a ten month period of time, culminating in its formal adoption on December 19, 2017. The recommendations reflect the Committee's consideration of comments and testimony of public safety officials, public works personnel, the City's sound consultant, as well as input from representatives of the Prescott Park Arts Festival, The Gundalow Company and New Hampshire Art Association. It also reflects the receipt of substantial comment from the public, both during the public meetings and through the Committee's online forum.

Throughout its deliberations and in adopting its recommendations, the Committee tried to remain true to the "Park First" approach that serves as the foundation for the Prescott Park Master Plan. Indeed, at its final meeting, the Committee concluded that, when faced with competing interests in the use or operation of the Park, the City should always decide in favor of the Park.

The Committee hopes that its Final Report and Recommendations will serve as a roadmap in your negotiation and preparation of license agreements with the primary users of the Park.

Should you have any questions concerning the Report, please do not hesitate to contact me.

Very truly yours,



Thomas R. Watson

CC: Committee Members  
David S. Moore, Assistant City Manager

**Prescott Park Policy Advisory Committee  
A Mayor-Appointed Blue Ribbon Committee of the City of Portsmouth  
Final Report and Recommendations**

**December 2017**

**Thomas R. Watson, Chair  
Genevieve Aichele  
Michael Barker  
M. Christine Dwyer  
Alan R. Gordon  
Robin L. Lurie-MeyerKopf**

**Prescott Park Policy Advisory Committee  
A Mayor-Appointed Blue Ribbon Committee of the City of Portsmouth**

**Final Report and Recommendations**

**December 2017**

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Appendix A: Outline: The 2017 Prescott Park Master Plan

Appendix B: 2017 Master Plan Governance Recommendations

Appendix C: Events and Performances Schedule

Appendix D: Sound System Review and Resulting Recommendations



## **I. Introduction**

The Mayor appointed the Prescott Park Policy Advisory Committee in February 2017. The Committee's work is rooted in the 2017 Prescott Park Master Plan adopted by the City Council. The establishment of the Committee was a recommendation in the Master Plan's Governance Recommendations. The Plan, its tenets and the "Park First" vision constitute the framework for the Committee's discussions and ultimate recommendations. An outline of the 2017 Prescott Master Plan can be found in Appendix A. The Governance Recommendations from the Master Plan are included as Appendix B to this Report.

The recommendations in this report, in accordance with the Committee's charge, are advisory to the City Manager and designed for his use in managing the City property and developing and administering agreements with Park licensees. In particular, these recommendations are intended to assist the City Manager in crafting new license agreements as recommended in the Master Plan. License Agreements will be submitted to the City Council for approval.

Accountability and clarity of roles and responsibilities has been a recurring theme of the Committee's deliberations. The Committee urges broad understanding that agreements between Park licensees and the City of Portsmouth are, in essence, agreements between the City of Portsmouth (through the City Council) and the organizations (through their Boards of Directors).

## **II. Committee Process and Steps**

The Committee's Charge was as follows:

Using the 2017 Final Report of the Blue Ribbon Committee on the Prescott Park Master Plan as a guide, advise the City Manager with respect to park policies; events, activities, and services in the Park; and operations of licensees and serve as a communication forum.

Committee members included Thomas R. Watson, Chair; Councilor M. Christine Dwyer, Alan R. Gordon, Robin Lurie-Meyerkopf, Genevieve Aichele, and Michael Barker. Two of these members also served on the Blue Ribbon Committee on the Prescott Park Master Plan.

The Committee's meeting minutes are available on the City's website and video recordings are available on the City's YouTube Channel. In addition, a website was created to host key documents the Committee reviewed and served as an access point for residents to submit comments via an online form. Public comments were regularly updated in a summary document submitted to the Committee and made available to the public. All meetings of the Committee incorporated a public comment period.

### ***Meetings and Main Topics Covered at Each***

1. March 9, 2017 – Organizational Meeting (Charge, 2017 Prescott Park Master Plan Overview)
2. March 30, 2017 – Agreements for Gundalow Co, and NH Art Association, discussion of Arts Festival Letter Agreement (and Schedule)
3. April 13, 2017 – Review of Governance Framework, Agreements for Gundalow Co. and Art Association; discussion on Arts Festival Letter Agreement
4. April 26, 2017 – Discussion of Letter Agreement with Arts Festival
5. May 26, 2017 – Discussion of 2018 Festival Schedule
6. June 21, 2017 - Discussion of 2018 Festival Schedule
7. July 12, 2017 – Meeting with Arts Festival Board and Staff on Festival Schedule
8. July 19, 2017 – Meeting for Public Comment on Festival Schedule
9. August 2, 2017 – Site Walk and Discussion of Temporary Facilities
10. August 18, 2017 – Commercialization and Signage in Prescott Park
11. August 30, 2017 – Discussion on Facilities with Public Works Department
12. September 13, 2017 – Sound Management Plan and Monitoring Data Presentation and Discussion
13. October 3, 2017 – Discussion and Final Recommendation Made to the City Manager Regarding Festival Schedule
14. October 18, 2017 - Discussion with Public Safety Officials
15. October 31, 2017 – Discussion with Gundalow Co. and Art Association re: 2017 Season and Tour of Park Buildings with Licensee representatives
16. November 15, 2017 – General License Terms and Conditions
17. November 29, 2017 – Factors in License Agreement Payments and Discussion with PPAF re: 2017 Season
18. December 6, 2017 – Discussion on Committee Recommendations
19. December 19, 2017 – Finalize Recommendations to City Manager

### III. Recommendations

#### A. General License Terms & Conditions

This section is intended to address general terms and conditions for Park licensees going forward. One challenging aspect to the Committee's work has been the context of significant upcoming capital improvements that will change the layout of the Park and in a number of ways both help mitigate impacts of Park programming and affect the location of some Park programming, including, for example, use of temporary facilities associated with the backstage operations of the Prescott Park Arts Festival (PPAF).

1. **Addressing Differing Impacts of Licensees' Operations** – Terms and conditions in licenses will vary depending upon the extent of activity proposed by Licensees in a number of areas, including but not limited to, number of events, planned attendance at events, impacts to the site (i.e. wear & tear), off-site impacts (parking, traffic & transportation, and sound impacts), character of property to be licensed (historic buildings vs. lawn areas), and extent of use of temporary and seasonal facilities.
2. **Consistency in Format** – In order to underline the goal of treating park licensees equally, the Committee recommends following a similar form and structure for the license agreements, while still accounting for the differences in programming types and operations.
3. **Ongoing Assessment, Compliance, and Enforcement Mechanisms.** The Committee recommends specific license terms be included to address ongoing assessment of performance. The Committee also discussed the need to build into future agreements appropriate performance measures and standards to help monitor compliance, including potential consequences for non-compliance. Examples of such terms include:
  1. At time of signing, collecting a separate payment to be deposited in an escrow account, from which funds could be deducted as a result of non-compliance with specific terms (e.g. cleanliness of licensed areas, responsiveness to safety expectations, compliance with sound parameters, and scheduling of performers who draw crowds beyond permitted limits).
  2. Incentivizing compliance by creating a financial incentive such as crediting portions of monies held or collected under the license in exchange for meeting established performance standards.
  3. Reducing the number of permitted performance nights in a future season for repeated non-compliance in a season or further restricting certain activities following repeated violations of the existing restrictions on such activities (e.g., permissible hours of unattended blankets).
  4. Modify the term of the agreement to year-to-year due to repeated non-compliance.

- 4. Approval of Temporary Facilities.** Annually, all Licensees shall work with the City Manager's Office, Police Department, Fire Department, Health Department, Department of Public Works and Inspection Department on layout of temporary facilities (facilities seasonally used and/or brought into the Park) to ensure compliance with all applicable life safety and building codes, risk management practices, and License terms related to facilities, including sound system design. Areas specific to PPAF will include temporary backstage facilities, crowd management barriers, structural design of stage additions and stage set, trusses and electrical equipment, public address/sound system assembly set-up, and any gates and roping. Licensees shall comply with all local laws and building codes.
  
- 5. Uses of Park Facilities.** The community discussions during the Master Plan enthusiastically welcomed and envisioned use of the Park facilities for programming. This includes public access to and usage of the historic buildings in the Park. As a result, the Committee recommends future agreements be guided by the following when making determinations of which facilities are licensed and what uses are authorized:

  1. Prioritize uses that facilitate access by and programming for the public.
  2. Differentiate uses and facilities that are required to be located in the Park and cannot be located elsewhere without adversely impacting the quality of programming in the Park from uses and facilities that can be located outside the Park without adversely impacting actual programming. For example, access to buildings by the public for programming is preferable over office and storage uses.
  
- 6. Term (Length of Agreements).** Discussions relating to the duration or term of agreements with Park licensees sought to balance a number of factors, including, the usefulness and stability associated with longer-term leases; the management of the timing and final design of master planned improvements; accountability and performance on agreed upon terms and the need for a degree of flexibility as the Park experiences the profound changes envisioned in the Master Plan. The current lease term with PPAF is a year-to-year agreement, which can be terminated upon 60 days notice by other party. Recent agreements with the NH Art Association have been year-to-year. And recent agreements with the Gundalow Co. have been both multi-year and year-to-year. Moreover, there exists one multi-year agreement for a specific building that is inconsistent with the term of the operating agreement for the licensee elsewhere in the Park.

The Committee recommends that the City enter into agreements with licensees, which are three to five years in length (or some number of years tied to the commencement of the first phase of master plan improvements), renewable for similar time lengths upon agreement of the parties. The purpose of including renewals would be to facilitate long-term planning and communicate sustained interest in Park programming.

- 7. Financial Reporting** - In order to promote transparency and public confidence in financial transactions involving the use of the Park, all potential licensees shall provide timely and full financial information (e.g., audited financial statements with management letters; and federal 990 forms), and other financial information (i.e. policies for cash handling, etc.) that may be requested by the City. Where requested by the City, licensees shall provide abstracts or specialized financial reports that contain more limited financial information (e.g., revenue and expenses associated with a particular activity such as movie showings). Clear expectations for the timing of submittals and types of required documentation should be included in licenses, taking in account fiscal year and other requirements (e.g., Federal deadline for 990 forms).
- 8. Requirement for Public Interaction:** As licensees in a City facility, organizations operating in the Park should have protocols for responding to concerns from the public related to their programming. Examples of communications that would meet this requirement would include publicizing the name and contact information of a single contact person, establishing a “hotline” phone number, and/or a dedicated e-mail address. The Committee recommends that the City convene regular public forums prior to, during (once per month) and after the close of the season at which members of the public will have an opportunity to comment on licensee activities in the Park and at which representatives of licensees shall be required to attend and participate.
- 9. Information about Process for Programming Access to Stage.** License agreements should address the policies and processes required of the Licensee in programming the stage as well as expectations for access by other community based groups. Examples of requirements for sub-agreements include: number of and time and schedule allotments for community-based performance groups having access to the stage; process for making selections including the description of artistic and other criteria; and policies for setting fees and sharing revenues.

## **B. Public Safety and Crowd Management**

The Committee had a detailed conversation with Chief Merner and Captain Warchol of the Police Department as well as Chief Achilles of the Fire Department on October 18, 2017. Together the public safety officials offered specific observations and suggestions for ensuring public safety for places of assembly and specifically gatherings and events Prescott Park. The recommendations included below resulted from that discussion.

Recommendation: License agreements should require Licensees to implement safety-related recommendations of the City's Police and Fire Departments.

Recommendation: No event should be planned for Prescott Park which cannot be safely held. Therefore scheduling for the Park should be reflective of the safety considerations addressed below.

Recommendation: Licenses should incorporate these public safety measures:

1. Operations Plan: An Operations Plan developed in coordination with public safety officials and submitted prior to the start of the season, including at least the following:
  - i. A detailed risk assessment
  - ii. Event types and attendance projections
  - iii. Number of personnel needed by event type
  - iv. Plan for securing safety personnel
  - v. Protocols for alerting officials to relocated events
  - vi. Accelerators for police and fire staffing based on audience size and weather
  - vii. Physical layout of egresses, aisle ways, pathways and means to keep them clear
2. Crowd Management
  - i. Licensee's staff members shall obtain formal crowd management training
3. Public Safety
  - i. All existing access points from audience area to remain open
  - ii. Licensee to make announcements at beginning of performances for emergency protocols (content to be coordinated with City Manager, Police Dept. and Fire Dept.).
  - ii. Minimum detail staffing include two police officers for crowds up to 1,500 people; additional officers for larger crowds and such other measures as Fire Department staff shall recommend as part of the operations plan.

### **C. Events and Performances Schedule**

A significant portion of the Committee's work and time was dedicated to developing recommendations for the Events and Performances Schedule in the Park. In addition to sound, the impacts of the schedule and number of programs and popularity (attendance) have generated intense interest and concern. The development of the schedule recommendations is intended to balance the "Park First" approach of the Master Plan with the vibrant and popular programming that has generated widespread enthusiasm in the community.

In order to facilitate planning for the 2018 season, at the request of the City Manager, the Committee prioritized the development of these recommendations in order to guide the development of the season schedule for 2018. As a result, the Committee transmitted its recommendations to the City Manager in October 2017. The schedule recommendations of the Committee are found in Appendix C. The Committee that the recommendations for 2018 will also serve as a template for future years.

## **D. Factors in License Agreement Payments**

Throughout its deliberations the Committee recognized that the vibrancy which quality programming in Prescott Park brings to the community as a tremendous value and public benefit. The Committee sought to balance this public benefit with the shared responsibility for Park operating costs and capital investments. The Committee's recommendations recognize that license payments should balance public benefit to the residents of the City, operating costs of the Park, impacts on the Park and the size and value of spaces licensed under the agreements.

The Committee recommends that the following factors should be taken into account in developing License agreements across the various Park licensees.

1. In addition to general park uses and consistent with the 2017 Prescott Park Master Plan, the City should ensure quality programming for visual and performing arts, history, and maritime culture in Prescott Park.
2. All operational costs for providing programming in the Park should be the responsibility of the organizations sponsoring programming in the Park (i.e. event staff, program development, advertising, administration, talent costs, etc.).
3. The areas to be licensed to Park licensees should be clearly delineated and updated to reflect changes over time. To illustrate the spaces used in the park, an analysis of square footage in the Park currently used by licensees can be found in Figure 1 below.
4. The City's costs of operating in the Park should be clearly communicated to the public and licensees. As much as possible, costs should be attributed directly to each organization operating in the Park, without regard to whether those costs are passed on to them (e.g. electricity, water/sewer, and other costs). Documentation associated with general administration and oversight of the Park, as well as time spent working with individual Park licensees, is part of the general attribution of costs. General attribution of costs does not necessarily imply the costs will be recouped from the licensees.
5. There are costs associated with maintaining entrances, pathways, lighting, lawns areas, bathrooms, and parking area used by attendees of Park licensee events as well as members of the public generally. For this reason, it is appropriate for Park licensees to contribute to the costs for the general upkeep in the Park and not only those costs directly attributable to their occupancy.



6. In addition to ongoing Park operating costs, the City faces significant capital costs in future years as the Master Plan for the Park is implemented. Because such improvements to the Park and its amenities will benefit Park licensee operations even if not expressly used to support the programming, the City should look to Licensees through license agreement payments or other license terms that advance capital funding for improvements in the Park.
7. The various public missions of organizations operating in the Park can be invaluable in attracting contributions for capital improvements (from public and private sources) as part of the implementation of the Prescott Park Master Plan. Participation by private donors or organizations in capital funding for the Park should not be intended to convey ownership or control or special/exclusive access to the Park or any improved or constructed element.
8. The footprint and impact of Licensee operations differ significantly among Licensees and these differences should be taken into consideration in determining individual License payment fees. This differential implies varying methods, formulas, and approaches for determining License Agreement payments.

This approach recognizes the distinction between treating different Licensees the *same* and treating them *equally*. There should be a relationship between the size of the footprint/impacts and the extent of impact and fees to the City. Examples include foot and pedestrian traffic driven to the Park, sound, traffic and trash generation, square-footage of space dedicated to certain operations (seasonally or year round), amount of time during which programming takes place and other how general park uses are impacted by programming.

9. In general, programming should continue to reflect the Park's nature as publicly-owned and open to all. As a result, donations and contributions from the public should be made on a voluntary basis only. This does not preclude some aspects of Licensee programming to be fee-based, so long as it is for programming subordinate to a dominant "voluntary donation/no fee" program offering (i.e. voluntary donation/no fee access to concert programming versus fee-based camp show programming; voluntary donation/no fee access to Art Show versus fee-based art classes). Each License shall expressly detail the permitted transactions in the Park, be they "fee-based", by "voluntary donation/no fee" or "for sale" transactions.
10. As the owner of the Park and its permanent buildings, the City is responsible for maintenance of the facility. Revenues generated from Park activities including licenses fees should be used for the benefit of the Park, including to offset or eliminate the need

for General Fund dollars as well as assist in preserving and growing the Josie F. Prescott Trust.

11. To promote public transparency, each License agreement should explain the basis on which the License payment was determined.

**Figure 1: Analysis of Park Usage by Square Foot**  
(as of 12-2017)

<b>Prescott Park Arts Festival*</b>			
	Est. Sq. Ft.	# Months	
<b>Shaw Warehouse</b>			
1st Floor - Seasonal Storage	920	6	
2nd Floor - Offices	826	12	
3rd Floor - Storage	1140	12	
Sheafe Warehouse (Seasonal Storage)	1538	5	
<b>Grounds of Park</b>			
Temp. Back Stage Area (72x94)	6768	5	
Stage	2320	12	
VIP Deck/Sound Booth	456	12	
Old Sound Building	168	12	
Merchandize/Sound Booth	430	12	
Area adjacent to Merch. Building	605	3	
Audience Area	20,000	3	
Parking (# of spaces May - October)	9		
<b>NH Art Association</b>			
Sheafe Warehouse	1076	2	
Area Outside of Sheafe Warehouse	500	2	
Parking (# of spaces May - October)	1		
<b>Gundalow Company</b>			
<b>Sheafe Dock</b>			
Dock	350		
Table and Chair	100		
<b>Sheafe Warehouse</b>			
May to June	1076	2	
Sept. to Nov.	1076	3	
Parking (# of spaces May - October)	3		
<b>Players' Ring</b>			
105 Marcy Street - Marine Railway Building	1984	12	
Parking (# of spaces May - October)	2		

\* This figure does not account for the Concession Building in as much as that is covered under a separate agreement.

## **E. Sound Levels in the Park**

Concerns about sound levels associated with Park activities and performances in the Park have been raised by many members of the public, including park neighbors as well as patrons, for several years.

This issue was discussed extensively during the Prescott Park Master Planning process. In 2017 the PPAF agreed to work with the City to implement a Sound Management Plan. The City expended \$7,500 to study the issue, monitor sound levels in real time, and complete a third party review by an acoustical consultant of the sound design and system set-up in the Park. Reuter Associates, LLC (“RA”) performed the work.

In the summer of 2017, a sound monitoring system was installed in the Park. The system continuously monitored and recorded the sound pressure level at a fixed outdoor microphone, and provided visual feedback in real time to the sound engineer in the form of an arrangement of lights (green-yellow-red) that provide a warning when sound levels exceed preset ceilings. By observing the light during a performance, the sound engineer is easily able to maintain sound levels within approved ceilings. This system was deemed to be successful and appreciated by members of the public, the PPAF, as well as visiting sound engineers.

At its meeting on August 18, 2017, the Committee heard a full presentation from the City’s Acoustical Consultant who oversaw the 2017 Sound Management Plan. Four reports about monitoring data and also a third party review of the sound setup, can be found on the website for Prescott Park (<https://www.cityofportsmouth.com/prescottpark/prescott-park-policy-advisory-committee>).

### **Recommendation: Relationship of Sound Levels and Schedule**

The Committee discussed the relationship between sound levels and policies related to scheduling. The level of disturbance from sound is not only a function of decibel level but exposure over time. The Committee took seriously the need to address the sound issue through a number of means including through schedule discussions, which impact the amount of sound without regard to sound level. This translated into two sound-related schedule recommendations:

- performances and events in the Park be permitted to take place over five days in the park only if recommendations on sound system design are implemented (see below).
- the sixth day should have a lower sound impact on the Park and the surrounding area, such as a movie night.

### **Recommendation: Sound Monitoring**

Monitoring the level of sound generated from the stage in Prescott Park should continue in future seasons to ensure compliance with expectations set in the License agreement. This

work, including data collection and reporting, should be overseen by the City with the cost attributed to PPAF operations (See section D. 4. in *Factors in License Agreement Payments* on page 10). Provisions for setting and reviewing sound ceilings should be included in the PPAF license agreement. For 2018, the Committee recommends the 2017 sound levels be revisited following the implementation of the sound system changes described below.

### **Recommendation: Design of Sound System**

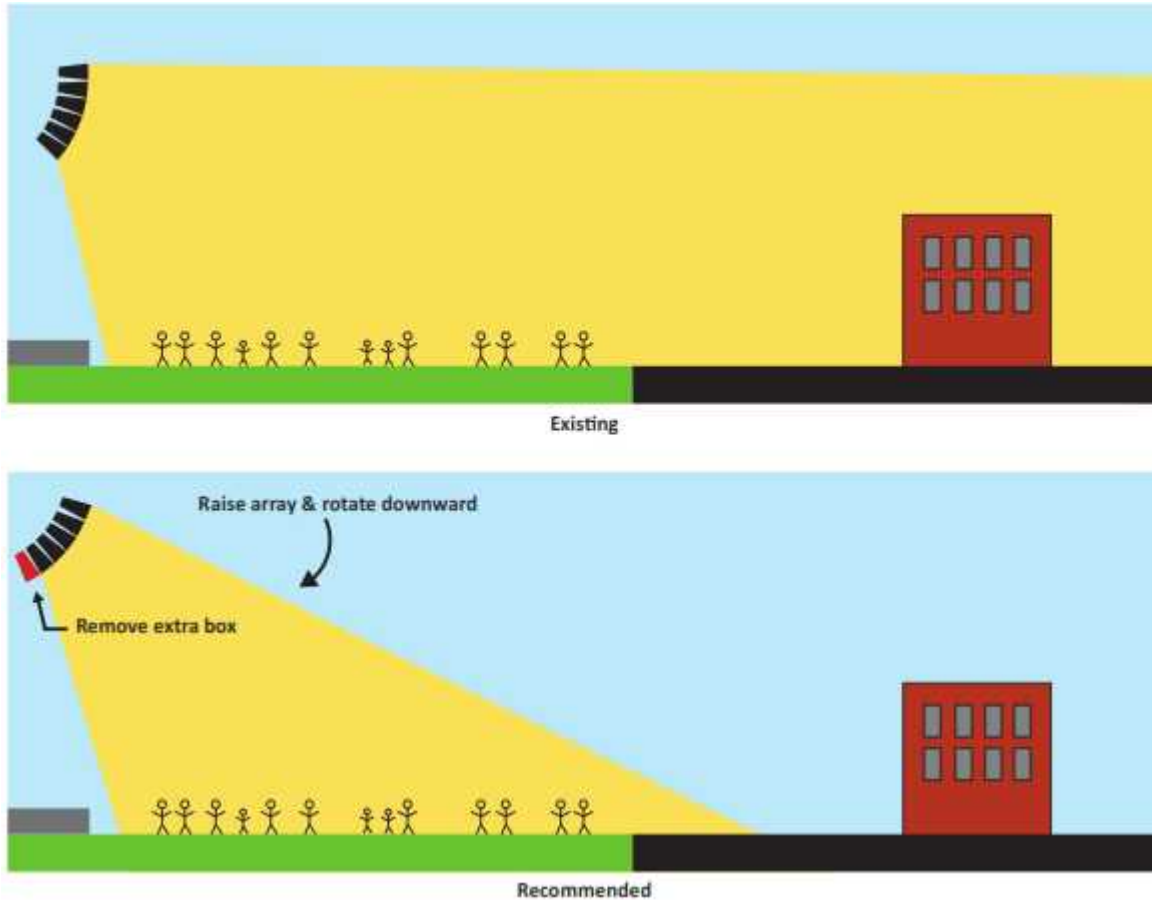
The City's Acoustical Consultant also commissioned a third-party review of the design, installation, and condition of the sound system by Music Factory Inc. ("MFI"). The results of the review were presented and discussed by the Committee at its August 18, 2017 meeting. Reuter Associates and MFI determined that it is possible to maintain and even improve the quality of sound within the seating areas at the park, while reducing sound levels beyond the park boundaries with some speaker design changes.

MFI reviewed the loudspeaker locations, arrangement, and settings currently in use, including an on-site visual inspection. MFI's comprehensive report, including recommendations for modification and adjustment of the line arrays to optimize performance and minimize impact on the surrounding community, is attached in Appendix D.

The Report notes that the speaker arrays are curved, allowing the vertical angle of coverage to be adjusted in two ways:

- The relative angles between the boxes (individual loudspeakers) can be adjusted, making the overall coverage taller or shorter.
- The horizontal angle of the whole array can also be adjusted, thus rotating the whole array up or down relative to the ground.

Currently, the top boxes in each array are horizontal, which means that the coverage area of these boxes is parallel to the ground. The sketches below provide a simple visual representation of the recommended changes. The area in yellow is intended to represent the coverage of the arrays. The same concept will apply to the smaller side arrays, though they contain fewer boxes.



The MFI report should be consulted for more technical detail about the recommended changes to the speaker arrays in order to re-direct sound and avoid spillage beyond Park boundaries. Currently sound is being directed over the heads of the audience, and to areas well beyond the park boundaries. MFI recommends that each of the speaker arrays (both front arrays *and* both side arrays) be raised slightly and rotated downward, thus focusing the sound from the top boxes in each toward the back of the audience area. Once this is done, each of the arrays will have more boxes than required to cover the audience. It is recommended, therefore, that the bottom box from each array be eliminated. For the side arrays, this will leave only one box in each. The recommended relative angles between the boxes are also specified in the MFI report. It is expected that these changes can be made without lowering the arrays to the ground, with the aid of a bucket truck or similar device, and could be accomplished readily for the 2018 season.

MFI further recommends that for future seasons, the existing subwoofers be replaced with more sophisticated Nexo subwoofers that can be operated with a cardioid (directional) pattern to reduce low frequency (bass) emissions to the area behind the stage. Additional recommendations are also provided for improving rigging longevity and safety. Finally, it is noted that none of the loudspeakers in use at Prescott Park are weather resistant, and should not be exposed to rain. It is recommended that the equipment be inspected for damage on a regular basis.

The Committee recommends that the recommendation of the RA and MFI relating to continuous sound monitoring and sound system design be made by PPAF as a precondition of the 2018 license agreement and prior to the start of 2018 programming.

Finally, the committee notes that improvements in technology relating to acoustics and sound amplification are ongoing and a License agreement should not limit the requirements relating to sound control to a static set of recommendations devised in 2017. To the contrary, the License agreement should provide for a regular review and adjustment of sound requirements.

## F. Commercialization, Monetization, and Site Signage

The Master Plan governance recommendations recognize the value and purpose of open green spaces and urban parks as places of respite, recreation and enjoyment. According to the Plan, “Maintaining this special status includes limiting commercialization, which unchecked, can disrupt the park atmosphere.” Limiting commercialization in the park in order to maintain a park-like atmosphere extends to park signage.

The Advisory Committee discussed this concept, visited the site, and became familiar with the various forms of signage and commercialization in the Park. See Figure 2 below. The recommendations below have been made to achieve balance between vibrancy created by Park licensees and overall Park values and atmosphere.

### **Figure 2: Examples of Commercial Transactions and Related Signage**

1. City-owned (PPAF-Operated) Concession stand - PPAF
2. City-owned (PPAF-Operated) Merchandize booth - PPAF
3. Sale of Paintings – (Sheafe Warehouse) - NHAA
4. Sale of Tickets – (Sheafe Dock) - Gundalow
5. Gates and Roping and Soliciting Donations for Performances - PPAF
6. Rental of tables and chairs in audience area – PPAF
7. Signage advertising Park licensees programming – Gundalow, NHAA, and PPAF
8. Rental of blankets in front of stage (currently limited to 6) - PPAF
9. Lemonade and Hot Dog vendor – private vendor
10. Naming rights and signage for structures (ex. VIP deck and stage) - PPAF
11. Plaque Memorial near Sheafe Warehouse - City
12. Park Bench Memorial - City
13. Partnerships/promotions with businesses (e.g. couch, pizza, seafood) – PPAF
14. Signage on dumpsters and trailers (example, back stage areas) - PPAF

In this section, the following terms are used:

- a. Commercialization: sale of products and ancillary services (e.g., refreshments)
- b. Monetization: restricting access to the use of park grounds and space on the basis of payment (e.g., reserved blankets, tables, and chairs).
- c. Signage: signs and advertising in the Park, including signs that recognize donors. There is often a link between signage and commercialization

Recommendation: Each proposal for the sale of goods and services should be reviewed through the lens of ensuring a high-quality presentation in keeping with the aesthetic goals of the Park. Square-footage, types of displays, and materials to be sold are all appropriate details to be considered.

### **Recommendation: Signage, including Donor Recognition**

The Advisory Committee recognized the role of donors and contributors to the very existence of vibrant programming in the Park. The following recommendations seek to achieve a balance between aesthetics and vibrancy:

1. Signs should be limited and honor the Park atmosphere.
2. Any and all signs in the Park should be expressly permitted by the License Agreement
3. Recognition of donors should be condensed on one sign for each licensee.
4. All signage in the Park should be installed only for the season. When the season is over, all signs should be removed.
5. No facility in the Park should be named after or assigned to an individual donor or donor business without separate approval of the City Council.
6. All City rules and ordinances associated with naming facilities shall apply in Prescott Park.

### **Recommendations: Monetizing Park Grounds**

The Committee recognizes that the ability to raise funds in the Park during programmed activities is important to supporting programming in the Park. However, reserving areas of the Park for paid access conflicts with free and open access to public facilities and should only be done prudently. In addition, the placement of chairs, tables and blankets contribute to degradation of grass, requiring a higher level of care and attention over the course of the year. Therefore limited and controlled ability to monetize Park space should be expressly limited through the License Agreement. The Committee recommends limits on square footage of Park space available by licensee for this purpose.

Specifically, for the PPAF License Agreement, the Committee recommends the following policy governing blankets and chairs, with some adjustments from the May 5, 2017 Letter Agreement containing 2017 season terms. PPAF shall be responsible for administering the policy on placement of blankets and chairs on the lawn as outlined below.



- i. Neither unattended blankets nor lawn chairs shall be placed on the lawn earlier than 5:00 p.m. on days with evening performances. No plastic or other tarps shall be permitted.
- ii. A blanket area shall be designated in the License Agreement. The area shall be approved by the City Manager.
- iii. PPAF blanket reservations will be limited to six per event; reserve blanket placements shall be subject to the same terms in this section (no placement prior to 5:00 pm on days with evening performances and prior to two hours before an afternoon performance).
- iv. This provision will not prevent blankets or lawn chairs from being placed in the lawn area in front of the stage prior to the restricted time of day if they are attended.
- v. Blanket policy shall be posted clearly in the lawn area in front of the stage.
- vi. Responsibility for enforcing this provision lies with the PPAF.

#### IV. Additional Recommendations

**Board Leadership and the City Council** – The Committee emphasizes that agreements in place with Park licensees are between the governing boards of each of the licensees and the Portsmouth City Council. The determination of what is and what is not allowed to take place in Prescott Park is a policy determination of the City Council. Each Board of Directors of the organizations with licenses in the Park is responsible for its organization’s activities in the Park and conducting such activities in accordance with License agreement terms. Park licenses issued by the City of Portsmouth should continue to be approved by the Portsmouth City Council and, likewise, formally approved by vote of the Board of Directors of the licensed organization. Each approval should be recorded in the license agreement.

**Future Advisory Bodies or Committees:** During the Committee discussions, the Committee reflected on the need to have continuous discussion and community involvement in assessing the effects and suitability of the terms of License agreement, including important elements such as scheduling and sound parameters. Indeed, public comment serves the important function of assisting in the evaluation of whether Licensees are meeting the expectations of the City for activities in the Park.

On several occasions, the Committee discussed the various methods by which the City may encourage and obtain feedback for the public. Chief among these methods is a formalized communication forum and sounding board for issues in the Park. In addition, the Committee encourages the City Council to establish a panel to solicit public comment and offer guidance to the City Manager in the implementation of the Master Plan.

**Recommendation:** The Committee recommends a formal process be established to function as a communication forum for the public about issues in Prescott Park. Elements of this process should include direct participation by the City Manager or his/her designee, representatives from the governing Boards and staff of the licensee organizations, and members of the public. Regular opportunities should be held for convening this group to address concerns raised.

**Recommendation:** The Committee recommends that City establish an advisory committee to solicit public comment and provide advice and guidance to the City Manager during the implementation of the Master Plan for Prescott Park.

**Authority to Program in Prescott Park** – The Committee recommends no single Park Licensee be granted exclusive right to sponsor programming or certain categories of programming in the Park. In the past, the City agreed to authorize one organization to program all arts and cultural events in the Park. That practice is inconsistent with the current practice whereby the City facilitates arts and culture programming through separate agreements with PPAF, the NH Arts Association, The Gundalow Company, and Friends of the South End (for the Fairy House Tour), among others. Continuing this practice in the future will maximize the City’s ability to sponsor

its own or other organizations' programming in furtherance of the Master Plan vision for uses in the Park.

**Recommendation:** The Committee recommends no single Park Licensee be granted exclusive right to sponsor programming or certain types of programming in the Park.

### **Citywide Parks and Recreation Policies**

Discussions pertaining to City policies in Prescott Park are not unlike the discourse surrounding the rules governing the use of other parks and recreation assets in the City. As new and improved parks and recreation assets come online (Prescott Park, Sagamore Creek Recreation area; Rockingham Branch Rail Trail; the North Mill Pond Multi-Use path, etc.); it is timely to rethink the structures and policies related to Parks and Recreation.

**Recommendation:** The Committee recommends the City Manager and City Council evaluate the need for a Committee with a City-wide perspective on policies related to Parks and Recreation.

### **Separate Concession Recommendation**

The Committee discussed the Master Plan vision for greater use (e.g. during more hours) of the concession stand and the nature of the facility as City-owned. Mindful of the agreement in place with the PPAF, the Committee noted the utility of renegotiating the lease in support of the goals outlined in the Master Plan. In addition, the length of the concession lease term and other terms in the lease including costs associated with operating the restroom facility on a seasonal basis, create confusion about the terms of use in the Park by the PPAF. Addressing these issues under a single license agreement would serve many goals including greater control of this City asset to meet the Master Plan vision and clarity for the public about Licensee responsibilities and licensed premises. Any renegotiation should acknowledge in concrete ways the funding PPAF and City brought to the facility's construction.

**Recommendation:** The Committee recommends the City Manager and City Council assess the pursuit of a renegotiated Concession Stand lease with the PPAF to promote Prescott Park Master Plan and promote clarity and consistency in licensing in Prescott Park.

**Alternative Venues and New Venues:** Throughout its discussions related to PPAF's schedule, the Committee recognized the need to assess the viability of other locations for public programming for the arts on public property. Greater information about public forum opportunities in the City might contribute to easing the demand for events and activities in Prescott Park. In addition, given the opportunity to combine urban place making with event and performance space, the committee supports the concept of creating new public spaces in Portsmouth that permits vibrant arts programming to be available more evenly throughout the Community.

**Recommendation:** The City should support efforts to create additional outdoor gathering spaces in the City that can accommodate flexible programming in arts and culture. Those spaces should be designed to accommodate temporary, seasonal and visual arts and performance-related programming.

## Appendix A

### Outline: The 2017 Prescott Park Master Plan

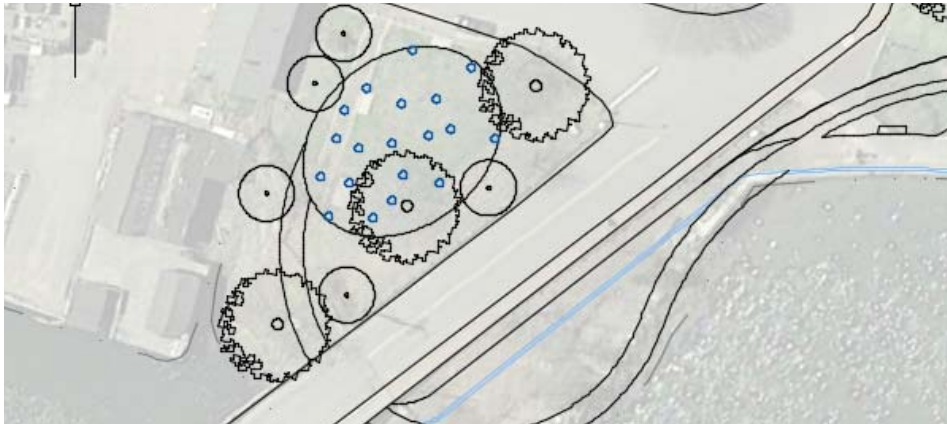
At the beginning of the Committee' work the Committee reviewed highlights of the Master Plan for Prescott Park. Those plan highlights are mentioned below.

- A. A policy statement about the future of Prescott Park
  - a. A design plan (Master Plan level) for the physical changes to the Park
  - b. A new governance structure for the Park
- B. The Process Followed by the 2016 Blue Ribbon Committee (MP page 35)
- C. The Park First Approach and Tenets of Design (MP page 39)
  - a. The "Park First" approach is a framework for decision-making, which prioritizes the Park as a City park and a place for respite and quiet enjoyment.
  - b. The Design Tenants included:
    - i. Recognize City ownership of the Park and its structures
    - ii. Integrate coastal resilience/adaptation strategies
    - iii. Use "for park and recreational purposes" per the Josie F. Prescott Trust
    - iv. Ensure pedestrian through-route accessibility at all times
    - v. Ensure presence for theater, dance, music and visual arts
    - vi. Maximize waterfront connection
    - vii. Maintain and enhance maritime historical connection
    - viii. Improve integration into the neighborhood
    - ix. Ensure that parking does not take up precious waterfront park space
    - x. Maintain a public forum area
    - xi. Include meaningful invitations for youth to play
    - xii. Protect and preserve historic resources
    - xiii. Preserve active maritime recreation, including public docking structures
    - xiv. Maintain/increase large open spaces for formal and informal activities
- D. The Master Plan (MP page 43)
  - a. Design elements: "democratic" walkway, access to waterfront, opportunities for informal use, different park experiences, enhance underperforming areas, planning for future beloved spaces.
- E. Implementation of Physical Master Plan – Phases and Funding (MP page 79)
  - a. Extent and variety of infrastructure in Prescott Park

- b. Six phases identified; costs ~\$15 million
  - c. Capital Improvement Plan, various sources
- F. Park Usage & Capacity (MP page 68)
  - a. Establishes guidelines for future programming based on empirical study
- G. Governance Recommendations – (MP page 74)
  - a. New Governance Framework
  - b. Recommendations for Park Governance
    - i. Role of City Manager
    - ii. 2017 as Transition Year
    - iii. 2018 New Agreements in Place Reflecting Master Plan Recommendations
    - iv. Several other recommendations related to programming for arts, culture, and history; limiting commercialization and signage; ensuring adherence to ordinances and deed restrictions; and others
  - c. Governance Principles & Recommended Provisions for Future License Agreements

## **Appendix B**

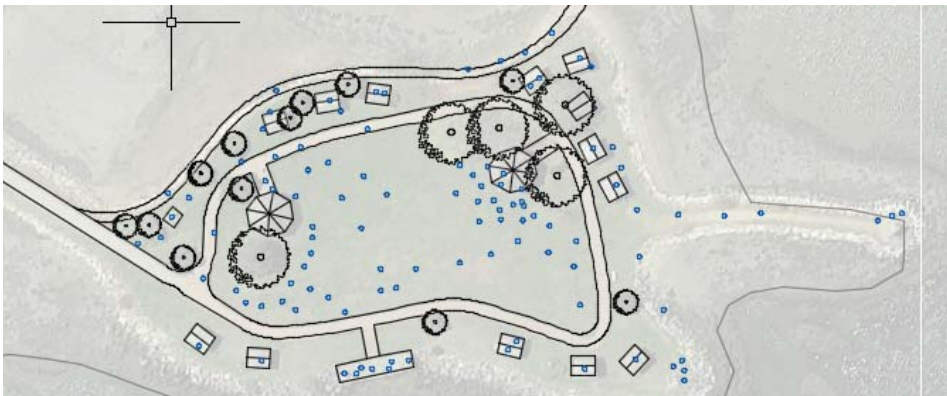
### **2017 Prescott Park Master Plan Governance Recommendations**



*Plein Air Garden with 20 people*

## FOUR TREE ISLAND

Permitting for Four Tree Island will remain largely the same. Currently the maximum group size is about 100 people with a few exceptions through-out the year. It is our recommendation that no private cars ever traverse the causeway and only park staff vehicles access the island proper for maintenance and event support. Given the exposure of the site, tents and other temporary covers shall not be permitted. The picnic shelters and large pavilion covering the main grill will be refurbished and will provide adequate cover. A golf cart with a trailer may be considered for both maintenance and event support operations to ensure the least amount of damage.



*Four Tree Island with 100 people*

## GOVERNANCE FRAMEWORK

Throughout the Committee's work, issues pertaining to activity and operations within the park were raised repeatedly. These discussions informed many design decisions having to do with the physical space planning and drove the need for establishing usage and capacity guidelines. For example, the creation of the walkway that connects each section of the park from State Street to Mechanic Street was an important design characteristic that helped ensure unimpeded access for park users without regard to the schedule of any formal park programming. In other words, operational concerns translated into physical improvements.

The Committee also addressed Governance more generally as part of this Master Plan, and its recommendations appear below. A series of understandings related to the Governance Framework appear first, followed by Recommendations for Governance Going Forward, followed by Principles for License Agreements, Recommended Provisions for License Agreements and Other Recommendations.

### I. Governance Framework

Early on the committee established the need for a set of facts on which discussions surrounding the governance of the park could be based. Below is a series of understandings, which was the basis for all discussions about governance by the Committee.

1. The City Council is the policy making body of the City of Portsmouth and controls City-owned land and its uses.
2. The City of Portsmouth owns the land that makes up Prescott Park.
3. The Portsmouth City Charter Article V; section 5.3, charges the City Manager to oversee all City property.
4. Deed restrictions establish the eligible uses of the property ("parks and recreational purposes").



5. The Will of Josie F. Prescott establishes a Trust (financial) whose income “shall be used for the maintenance” of the Park.
6. Current proceeds from the Trust are insufficient to fund the annual operating costs of the Park (full and part time salaries, supplies, and maintenance costs, etc.).
7. The City’s Trustees of Trust Funds oversee the Trust (financial) in their role as defined in State statute.
8. The City’s Trustees of Trust Funds have provided the supervision and oversight in the Park as a matter of tradition as opposed to a requirement of any document or law.
9. The Charitable Trust Division at the State of NH Attorney General’s Office oversees Trusts and property held in trust to ensure they are used in a manner consistent with the intent of the maker of the Trust.

## II. Recommendations for Park Governance Going Forward

The Committee makes the following recommendations to the City Council concerning Park Governance.

1. The Blue Ribbon Committee on Prescott Park (BRC PP) recommends governance of the Park be carried out in a manner consistent with the deeds for the park parcels and city ordinances.
2. BRC PP recommends the City Council commit to implementing the physical space Master Plan for the future of Prescott Park, elements of which should be identified in the City’s Capital Improvement Plan.
3. BRC PP recommends Prescott Park come under the management control of the City Manager (as set forth in the City Charter) effective upon adoption of this report. As a result, the City Manager would be responsible for the day-to-day operations and maintenance of the Park facility (including upkeep of fountains, lawns, gardens, trees, paved surfaces, buildings, drainage and

electrical systems and all other structures and facilities); negotiation and implementation of license agreements (currently known as operating agreements); on-site management; management of dock operations and reservations for Four Tree Island as well as weddings); the development of administrative and personnel structures necessary for operations; general oversight of licensed activities within the Park; and, in coordination with the City’s legal and public safety departments, ensure the enforcement of City policies, ordinances, and compliance with applicable deed restrictions and life, safety, and health codes.

4. The BRC PP recommends the City Manager assume the duties of the Trustees of Trust Funds as referenced in existing agreements and leases with the exception of investment management.
5. BRC PP recommends the City Manager work immediately with park licensees (those with leases, operating agreements and other formal agreements) and the community to plan for 2017 in the Park (during which time new park licenses will be negotiated). As examples, the planning will include addressing schedule and frequency of Park activities, impacts on the neighborhood (including sound levels generated by park activities), signage, and general compliance by licensees and all users with park polices, deed restrictions, and City ordinances.
6. The BRC PP Committee recommends the City establish a separate Special Revenue Fund, which will reflect the costs of running Prescott Park and show the various revenue sources available to support park operating costs.
7. BRC PP Committee recommends the City assess a variety of models for ensuring desired activities and services within the Park (i.e. visual and performing arts; maritime history & culture; and refreshments/food, etc.). This may include the City providing programming;

authorizing programming through contracts, licenses, and/or vendor permits with qualified entities; or a combination of both or some other method. Examples include operation of the concession stand for a longer number of hours or revisiting the model whereby one organization programs the Park for all arts and culture activities.

8. BRC PP Committee recommends replacing existing operating agreements with Park Licenses to be entered into with effective dates beginning no later than January 1, 2018. The City Council will approve park licenses.
9. BRC PP Recommends the Mayor appoint a Blue Ribbon Prescott Park Policy Advisory Committee (Advisory Committee) soon after the adoption of this Report to advise the City Manager with respect to park policies; events, activities, and services in the Park; and operations of licensees and serve as a communication forum. Representation on the Advisory Committee should be made up of at least one member of the City's Trustees of Trust Funds, a City Councilor, two residents of the City (at least one of whom should reside in the area surrounding the park), and a member of the City's Cultural Commission, Art-Speak. The City Manager shall appoint up to two staff advisers and staff from specific city departments as needed.  
Recommended charge for the Blue Ribbon Prescott Park Policy Advisory Committee: Using the 2017 Final Report of the Blue Ribbon Committee on the Prescott Park Master Plan as a guide, provide advice to the City Manager with respect to park policies, events, activities, and services in the Park; help oversee operations of licensees; and serve as a communication forum.
10. Because Blue Ribbon Committees expire with each City Council two-year term, the Committee recommends the City Council evaluate the Advisory Committee structure in December of 2017. Examples of questions, which may be asked at that time, could include: Should the

Committee continue to be organized as a Blue Ribbon Committee? Should the Committee's duties be joined with other City Committees? Should the Committee be created via ordinance?

11. BRC PP recommends construction of park improvements and facilities be planned, funded (acknowledging a combination of funding sources including grants and private donations) and owned by the City in conformance with this Master Plan, including compliance with Park Usage and Capacity Guidelines in the 2017 Weston & Sampson Final Report and duly adopted future updates. Participation by private donors or organizations is not intended to convey ownership or control.
12. BRC PP Committee recommends the City encourage and permit a variety of formal programs within the Park. Priority should be given to programs which celebrate the visual and performing arts, the City's maritime connection and history; Portsmouth's history & culture.
13. BRC PP Committee recognizes the value and function of the Public Forum area in Prescott Park and recommends it be retained and improved to make the area more attractive.
14. BRC PP Committee recommends the City provide and/or permit others to provide amenities, which directly enhance users' experience of Prescott Park as a park; including availability of restrooms and food and refreshments (this does not include alcohol, which is prohibited via Ordinance and deed restriction). This includes times outside the hours of formal programming.
15. BRC PP Committee recognizes the value and purpose of open green spaces and urban parks as places of respite, recreation and enjoyment. Maintaining this special status includes limiting commercialization, which unchecked, can disrupt the park atmosphere. In this vein, the City Manager should apply the following criteria when negotiating the terms of financial

transactions in the park by licensees for three types of transactions (food and refreshments; services; other goods):

- a. Exchange of funds for goods and services should be limited.
- b. Exchanges of funds for food, goods or services which are permitted should be expressly addressed in license agreements (the type of items for sale shall be enumerated in the agreement) including area where transactions are permitted.
- c. Any proposed sale of goods should enhance the experience of the user in the park and not detract from a park atmosphere.
- d. Each proposal for the sale of goods or services should be reviewed through the lens of ensuring a high quality presentation in keeping with the aesthetic goals of the park. Square-footage, types of displays, and materials to be sold are all appropriate details to be considered in managing this type of activity.

16. Limiting commercialization in the park in order to maintain a park-like atmosphere also extends to park signage. Signage should be limited in the Park and, signage approved through license agreements, should be in keeping with aesthetic goals of the Park and not detract from the Park atmosphere.

17. BRC PP recommends the City Manager develop formal materials (such as park user request forms, guidelines for users, and other documents) to assist the City administration and potential users who may seek to hold events in Prescott Park. Documentation may vary for different types of events: major users that operate/reserve space in the park on a regular basis; occasional users requiring designated space (e.g., yoga, informal/spontaneous use (no approvals needed)).

18. BRC PP Committee recommends the City Manager evaluate City ordinances (such as prohibition on bicycles in the park) in light of the adopted Prescott Park Master Plan and propose recommended ordinance changes accordingly.

### III. Principles for Future License Agreements

1. License agreements should be in compliance with this Master Plan (narrative, recommendations, and physical space plan) and consistent with the Governance recommendations above, including Park Usage and Capacity Guidelines.
2. License should clearly outline the benefit to the public for the proposed use (public benefit) and how licensee's use and operation within the Park is consistent with Trust language.
3. License agreements shall make plain all City ordinances will apply (in addition to deed restrictions).
4. License agreements should require that unimpeded pedestrian access through the park be maintained at all times.
5. Revenues generated through license agreements and permit fees in the park should be used to fund maintenance costs and capital improvements for the Park.
6. License agreements for scheduling the stage should address the expectation and terms for use of the stage by community-based performance groups seeking to perform on the stage. License Agreements should include the terms of access to the stage by community groups including (for example) the number of community-based performance groups that will be provided access to the stage; description of the time the stage should be made available; process for making selections by the Licensee; description of artistic standards criteria; and terms for sharing revenues of

any type.

7. The stage facility shall continue to be controlled by the municipality and shall not be established as a public forum.

#### IV. Recommended Provisions of License Agreements

1. Explanation of public benefit
2. Description of areas to be used, including dimensions of indoor and outdoor areas
3. Provisions for public access
4. Type and nature and schedule of activities (type, frequency, # per day, etc.)
5. Hours of operation
6. Plan for compliance with Park Usage and Capacity Guidelines
7. Responsibilities of the tenant
8. Responsibilities of the City
9. Sound/noise
10. Liability/insurance
11. Limitations or prohibitions
12. Signage approval protocol
13. Enforcement mechanisms and penalties
14. Risk Assessment and Plans for managing risk (public and weather emergencies; risk of non-compliance with City ordinances by patrons; other risks)
15. Required reports/Evaluation of Licensee's performance on License terms.
16. Rent/Payments/Fees. A clear explanation of the basis for the value of the rent/payments should be considered in the development of this section (i.e. public benefit to the City, operating costs of the park; impacts of the use on the park; value of real estate)
17. Term (duration)
18. Requirements for sub-agreements (relationships with/accommodations for/supports for other users)
19. Other terms and provisions agreed to by the parties.

#### V. Other Recommendations

1. The BRCPP recommends the City Manager and City Council evaluate the need for a Committee with a City-wide perspective on policies related to Parks and Recreation. The discussions pertaining to City policies in Prescott Park are not unlike considerations needed for other parks and recreation assets in the City. As new and improved parks and recreation assets come on-line (Prescott Park to be managed by the City Manager; Sagamore Creek Recreation Area; Rockingham Branch Rail Trail; the North Mill Pond Multi-Use path, etc.) now may be the time rethink the structures and policies related to Parks and Recreation.
2. The BRCPP recommends the City work closely with adjacent property owners to implement concepts in this plan and coordinate future improvements to maximize the adjacency of key parcels. This includes coordination with Strawberry Banke on the future of the Marcy Street frontage nearest the Park.



## **Appendix C**

### **Events & Performances Schedule Recommendations**

October 10, 2017

Nancy Colbert Puff  
Acting City Manager  
City of Portsmouth  
1 Junkins Avenue  
Portsmouth, NH 03801

Dear Ms. Colbert Puff,

On behalf of the Prescott Park Policy Advisory Committee, I enclose the Committee's recommendations for "2018 Event and Performance Schedule Parameters" for Prescott Park Arts Festival in Prescott Park. These recommendations reflect the receipt and consideration of considerable input from the Arts Festival and members of the community and much discussion and deliberation by the Committee.

These recommendations are provided at this time so that your office may advise the Arts Festival of schedule expectations next summer so it may begin planning its 2018 season. The Committee will continue its work regarding other policy matters in Prescott Park with a goal of making further recommendations in the future.

Please do not hesitate to reach out to me if I can be of any assistance or provide further elucidation regarding the recommendations.

Sincerely,



Thomas R. Watson  
Chair  
Prescott Park Policy Advisory Committee

cc: David Moore, Assistant City Manager

## **2018 Event & Performance Schedule Parameters**

### **Final Recommendation to City Manager**

#### **Prescott Park Policy Advisory Committee**

**October 6, 2017**

#### **Introduction**

In April 2017, Mayor Blalock appointed the Prescott Park Policy Advisory Committee. Using the 2017 Prescott Park Master Plan as a guide, the Committee's charge is to advise the City Manager with respect to park policies; events, activities, and services in the Park; and operations of licensees and to serve as a communication forum.

The Committee's work has focused on developing recommendations to be used by the City Manager in crafting new license agreements with the organizations operating in the Park. The Committee has deliberated on a number of issues both raised in the Governance Recommendations found in the 2017 Master Plan as well as resulting from its discussions to date as a Committee. The topics to be addressed fall in the following categories: Events & Performance Schedule; Factors in License Agreement Payments; Sound Levels in the Park; Site Signage and "Commercialization"; Layout of Temporary Facilities; and Public Safety. The Committee's Charge is intended to be completed prior to the end of the 2017 calendar year.

In recognition that the timing of the Committee's full recommendations at the end of 2017 do not coincide with 2018 season planning and schedule development, the Committee has concentrated on finalizing its recommendations for the *Events & Performances Schedule* early as called for in the Letter Agreement with the Arts Festival and as recommended by the City Manager.

#### **Parameters for the 2018 Schedule Events & Performances Schedule**

The Committee deliberated on the schedule at length in multiple meetings from April to October 2018. The work included direct conversations with representatives of the Prescott Park Arts Festival and a meeting dedicated to public comment on the topic. In general, the Committee recognized that recommendations on the schedule like many other areas of recommendations the Committee is preparing are informed and guided by the Master Plan and the "Park First" approach concept.

Throughout its discussions the Committee recognized programming on the stage as an invaluable community asset, whose continued presence in the Park is desired. At the same time it recognized events and performances generally have four areas of impact: on the condition of the Park itself; on transportation & parking in the vicinity of the Park; off-site sound exposure; and limits on evenings

when the Park is available as a respite and for quiet enjoyment. Out of this list, one, the condition of the park - is addressed at least in part in the Master Plan through a paved path and turf system designed to accommodate an audience area. Discussions on all of these issues led to discussion about the potential benefit of having more spaces in the community that could host some of the largest events (as well as some of the smallest, e.g. outdoor movies).

Also during the Committee discussions, the Committee reflected on the need to have ongoing discussions and community involvement in assessing the effects and suitability of the Scheduling Parameters. The Committee agreed that additional discussion about the need for a similar advisory body to itself or other communication forum should take place in preparation for a recommendation on the topic. The Committee also discussed the need to build in to future agreements appropriate performance measures and standards to help monitor compliance, including potential consequences for non-compliance. This is another area where additional conversation is needed prior to completing the Committee's work.

This section below constitutes the Committee's recommendation for the 2018 Events & Performances Schedule.

*Schedule Parameters and Approval Process:* In recent years, the process for schedule approval has been limited to the one outlined in the 2012 Operating Agreement. Expectations for the schedule are not explicit, there are limited or no guidelines for season length, number of events, start and end times, etc. In addition, the schedule development by programmers took place without policy guidance and approval was given at the end of the scheduling process. The Committee recommends that schedule parameters (listed below) be established in future agreements and that the approval process for each season schedule take place on an annual basis with an approval decision, which effectively confirms the schedule parameters have been adhered to. This approach will provide some predictability from year-to-year for both residents and other Park users as well as schedule developers. Schedule parameters are recommended to include the following:

**A. Program Type and Mix:**

- a. Future license agreements define the expectations for an overall program mix. There shall be a variety of programming to be offered in the Park with a musical theater production core to the Festival Season. In addition, programming in the Park shall be appropriate for all ages and include a mix of opportunities for local performers as well as local workforce.

**B. Festival Season Start and End dates:**

- a. Season bookends shall be established for the regular festival season.
- b. The start of the season **shall be no sooner than the Friday of the week school year concludes** (using the Portsmouth School Board adopted school year calendar).



- c. The end of season **shall be no later than the Sunday night of Labor Day weekend.** However, no events which end after 7:00 p.m. on a night before a school day will be permitted.
- d. The establishment of bookends would not preclude separate approval of “Special Events” (ex. Chowder Festival, Road Race), which have traditionally fallen outside of the regular season schedule. All special events outside of the season **bookends shall end by 7:00 p.m. on Sunday through Thursday and by 10:30 p.m. on Friday and Saturday.**

#### C. Program Times:

- a. All programming Sunday through Thursday **shall end at 10:00 p.m.**
- b. All programming on Friday and Saturday **shall end at 10:30 p.m.**
- c. For the purposes of this section all programming includes rehearsals, sound checks and the like.
- d. These are hard stop requirements and inclusive of intermission and delays of any kind to the program start, including inclement weather.

#### D. Weekly Schedule

- a. The recommendation below for a weekly schedule of one “Non-Performance” day (versus two “Non-Performance” days) and one “Low-Impact” day is based on the assumption that the recommendations made as part of the 2017 Sound System Review by Reuter Associates (and any other related recommendations) to concentrate sound in the Park and lessen off-site sound migration will be implemented prior to the start of the 2018 Festival Season.<sup>1</sup>
- b. There shall be **at least one** day per week where there is no performance or event on the stage or in the Park (Non-Performance Day). This prohibition includes rehearsals, sound checks and the like as well events not requiring or utilizing amplified sound or music. Exception for daytime camp activities.
- c. There shall be **at least one** day (in addition to the Tuesday, Non-Performance Day) where the event held (and anytime during the day) is “Low-Impact” programming. For the purposes of this provision, “low-impact” is defined as programming reasonably expected to attract attendance levels consistent with those of “movie nights” and create sound impacts lesser than concert or musical theater programming. For the purposes of this section, a “movie night” is an example of low-impact programming.
- d. The Non-Performance Day in a week, shall be on **“Tuesday” for each week of the Festival season.**
- e. There shall be no more than two (2) music concerts per week. There shall be **no more than 24** concerts during a Festival season, which includes all music concerts, including music festivals.

---

<sup>1</sup> Recommendations on sound mitigation and off-site impacts will be further addressed as part of the Committee’s final recommendations and report to the City Manager.

- f. Programming (all types, including rehearsals, sound checks, performances, meet and greets etc.) on weekend days (Saturday and Sundays) will not begin before 12:00 p.m. Exceptions shall include cast “Meet and Greets” and “Camp Shows” (events traditionally held on weekend mornings) commencing **no earlier than 10:00 a.m.** which shall be permitted to take place on up to 6 weekend days.
- g. There will be more musical theater performances than any other performance type.

**E. Intensity (audience size):**

- a. The PPAF may schedule up to 3 events where the attendance will not exceed 3,400 persons, so long as City public safety officials determine events with this attendance can be safely held in the Park. For all other events: No event shall be scheduled where its attendance is reasonably anticipated to exceed 1,500 persons.
- b. Compliance with paragraph a. above (as well as other agreement terms to be determined), will be a factor in annual reviews of the schedule parameters.
- c. No events or performances in Prescott Park shall be held which cannot be safely accommodated in the Park.

## **Appendix D**

### **Sound System Review and Resulting Recommendations**

**Reuter Associates Report: July 31, 2017 – August 13, 2017  
And  
MFI Report Appendix**

Prescott Park Arts Festival  
**Sound Level Monitoring Report**  
*July 31, 2017 – August 13, 2017*

Prepared by  
*Eric L. Reuter, INCE Bd. Cert.*  
for  
*The City of Portsmouth, NH*

## Introduction

Reuter Associates, LLC is under contract with the City of Portsmouth, NH to provide various services related sound management in Prescott Park, including the monitoring of sound levels during events at the city-owned facility. The Prescott Park Arts Festival, a non-profit arts and education organization, presents musical theater, concerts, and other events throughout the summer season.

Background information related to the Sound Management Plan for Prescott Park and the monitoring protocol, including the initial monitoring report (covering the period of June 18<sup>th</sup> to July 16<sup>th</sup>, 2017) and second report (covering the period of July 17<sup>th</sup> to July 30<sup>th</sup>, 2017) can be found on the Prescott Park Policy Advisory Committee website at (<http://cityofportsmouth.com/prescottpark/pppac.html>).

This report provides sound monitoring data for the period of July 31<sup>st</sup> to August 13<sup>th</sup>, 2017, and the results of a review of the Festival's loudspeaker system.

## Event Data

The attached Appendix A provides plots of sound levels versus time from 6 pm to midnight for each night between July 31<sup>st</sup> to August 13<sup>th</sup>. Nights without events have been included for clarity and comparison.

Each plot presents data measured between 6 pm and 12 am. The lines plotted are both A-weighted sound pressure level in 1-minute intervals, as plotting six hours of data in 1-second intervals makes the plot difficult to interpret. The 1-second data are available for further analysis.

**1-minute Leq** – The Leq over the minute ending at the data point

**Maximum 1-second Leq** – The maximum 1-second Leq measured during this minute  
Also included are lines indicating the yellow and red light thresholds.

A detailed discussion of decibels, Leq, and other terminology is available in the initial report (covering the period between June 18<sup>th</sup> and July 16<sup>th</sup>, 2017).

## Event Notes

Sound levels were consistently below 90 dBA for all events during this period. No exceedances were recorded.

## Sound System Review

The scope of services being provided by Reuter Associates, LLC to the City of Portsmouth includes administering a third-party review of the sound system used by the Prescott Park Arts Festival. The purpose of this task is to ensure that the loudspeakers have been set up in a manner that optimizes the coverage of the intended audience areas while minimizing the sound outside of the park.

Except for the subwoofers, which are of a more traditional style, the Festival employs modern line array loudspeakers manufactured by Nexo. These arrays of small individual loudspeakers allow for a high level of control of sound coverage. On the recommendation of the manufacturer, this task has been subcontracted MFI Productions of Hooksett, NH. MFI is a Nexo dealer, and has extensive experience with optimizing these systems.

MFI reviewed the loudspeaker locations, arrangement, and settings currently in use, including an on-site visual inspection. They have provided a comprehensive report, including recommendations for modification and adjustment of the line arrays to optimize performance and minimize impact on the surrounding community. The full report is attached in Appendix B.

In summary, MFI found that it will be possible to maintain or improve the quality of sound within the seating areas at the park, while reducing sound levels beyond the park boundaries.

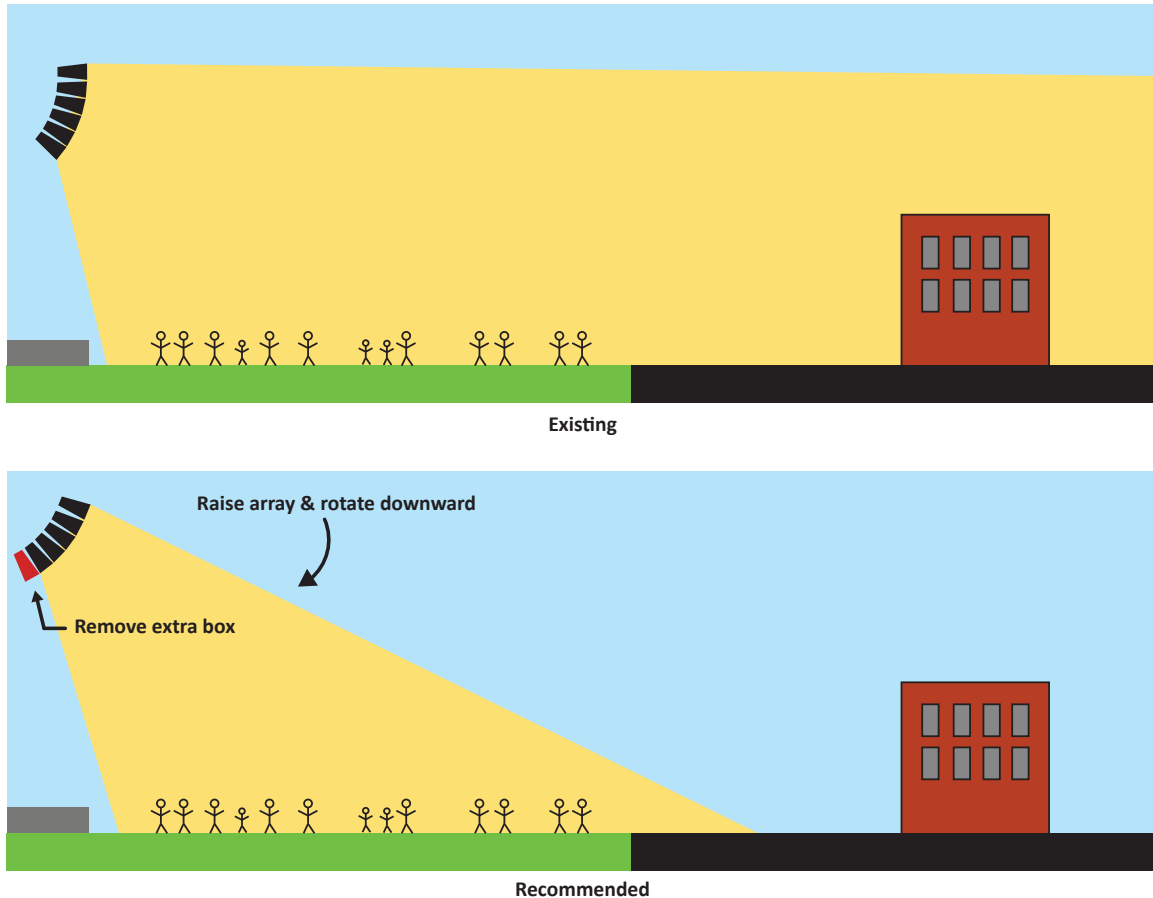
The arrays are curved, allowing the vertical angle of coverage to be adjusted in two ways:

- The relative angles between the boxes (individual loudspeakers) can be varied, which makes the overall coverage taller or shorter.
- The horizontal angle of the whole array can be varied, thus rotating the whole array up or down relative to the ground.

Currently, the top boxes in each array are horizontal, which means that the coverage area of these boxes is parallel to the ground. The effect of this is that sound is being directed over the heads of the audience, and to areas well beyond the park boundaries.

MFI recommends that each of the arrays (both front arrays *and* both side arrays) be raised slightly and rotated downward, thus focusing the sound from the top boxes in each toward the back of the audience area. Once this is done, each of the arrays will have more boxes than required to cover the audience. It is recommended, therefore, that the bottom box from each array be eliminated. For the side arrays, this will leave only one box in each. The recommended relative angles between the boxes are also specified in the MFI report.

The sketches below provide a simple visual representation of the recommended changes. The area in yellow is intended to represent the coverage of the arrays. The same concept will apply to the smaller side arrays, though they contain fewer boxes.



The MFI report should be consulted for more technical detail, but the recommended changes to the arrays are:

1. Remove one GEO S1230 from each of the four arrays
2. Re-pin main arrays to specs provided in report
3. Tilt main arrays down 9° from horizontal
4. Tilt side arrays down 20° from horizontal
5. Raise main arrays by 4 feet to height of 25 feet
6. Move side arrays forward 12 feet, maintaining 45° horizontal angle

It is believed that these changes can be made without lowering the arrays to the ground, with the aid of a bucket truck or similar, and could be accomplished this season.

MFI further recommends that for future seasons, the existing subwoofers be replaced with more sophisticated Nexo subwoofers that can be operated with a cardioid

(directional) pattern to reduce low frequency (bass) emissions to the area behind the stage.

Additional recommendations are also provided for improving rigging longevity and safety.

Finally, it is noted that none of the loudspeakers in use at Prescott Park are weather resistant, and should not be exposed to rain. It is recommended that the equipment be inspected for damage on a regular basis.





**PRODUCTIONS**  
Power up your ideas.

# **Nexo Loudspeaker System Evaluation**

**Prescott Park Arts Festival, Portsmouth NH**

**Monday, August 14, 2017**

**Music Factory Inc./MFi Productions  
Rick Elliott  
Production Manager  
114 Londonderry Tpke  
Hooksett NH 03106  
o. 603-668-4880  
rick@mfi productions.com**

## **1. INTRODUCTION**

Rick Elliott representing Music Factory Inc./MFi Productions provided a site visit and review of the status and configuration of the Nexo GEO S12 sound system at Prescott Park in Portsmouth NH on Wednesday August 9<sup>th</sup>. MFi, as the areas authorized Nexo installer, has been contracted to document the current Nexo configuration and to provide a recommended configuration to best meet the needs of the users while limiting disruption to the residential neighboring properties and similar. It was not necessary for the Nexo sound system to be turned on for this evaluation nor was it necessary to observe the system in use during an event. Utilizing a city provided CAD drawing of the area, real world measurements, and the Nexo provided NS-1 SYSTEM CONFIGURATION SOFTWARE, we can build an extremely efficient and controlled design with a predictable coverage area and performance.

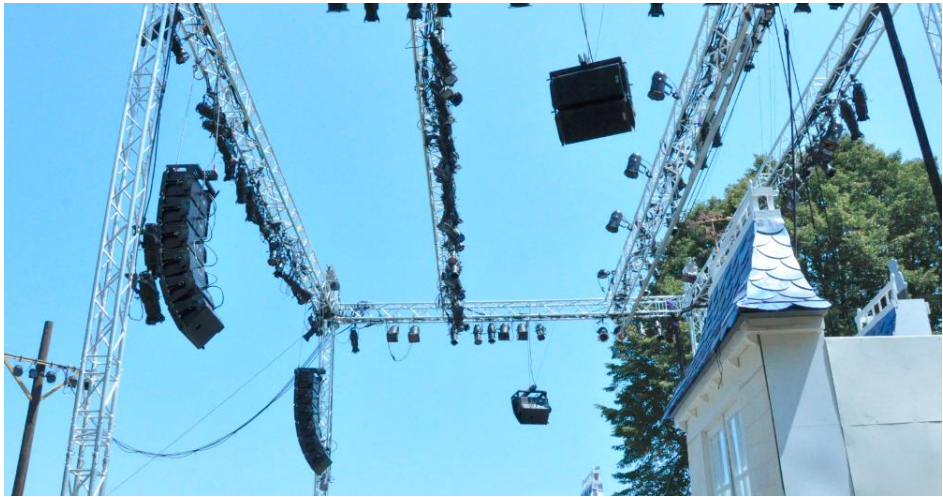
## **2. NEXO SOUND SYSTEM EQUIPMENT**

The installed Nexo sound system consists of:

- |   |   |
|---|---|
| 4 – GEO S12 Touring Bumper              | <a href="https://nexo-sa.com/Bumper_S12-LS18-1.pdf">https://nexo-sa.com/Bumper_S12-LS18-1.pdf</a>           |
| 8 – GEO S1210 Loudspeaker Modules       | <a href="https://nexo-sa.com/products/geo-s1210/">https://nexo-sa.com/products/geo-s1210/</a>               |
| 8 – GEO S1230 Loudspeaker Modules       | <a href="https://nexo-sa.com/products/geo-s1230/">https://nexo-sa.com/products/geo-s1230/</a>               |
| 2 – NXAMP4x4 Powered TD Controllers     | <a href="https://nexo-sa.com/products/nxamp4x4/">https://nexo-sa.com/products/nxamp4x4/</a>                 |
| 4 – EV (Electro-Voice) QRX218 Subwoofer | <a href="http://www.electrovoice.com/product.php?id=194">http://www.electrovoice.com/product.php?id=194</a> |
| 1 – QSC PL380 Power Amplifier           | <a href="https://www.qsc.com/live-sound/pl380/">https://www.qsc.com/live-sound/pl380/</a>                   |

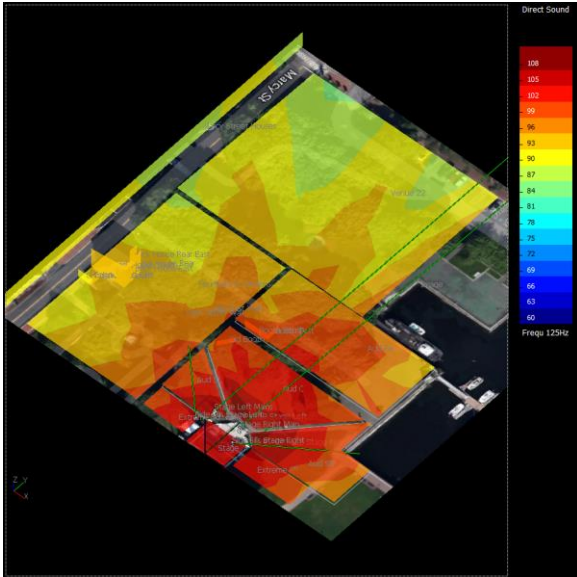
## **3. CURRENT NEXO SOUND SYSTEM CONFIGURATION**

There are 4 arrays, consisting of 2 main arrays and 2 side fill arrays. The main arrays are currently 4 – S1210's and 2 – S1230's each, with the side fill arrays currently 2 – S1230's each. The Bumpers are hung from the trussing at an average height of 21' off the deck (stage). The trussing frame is 40' Left to Right ID (inside dimensions), 27'5" Front to Back ID, and 26'11" off the deck. From top to bottom, the main arrays are pinned at Lift, 3.15°, 5°, 6.25°, 10°, & 10° respectively, with the side fills pinned at Lift & 16° respectively. Per the 2 – 1230's on the main arrays, 10° is not a recommended angle and is actually not an option within NS-1. The side fill arrays are tilted down towards the audience at ~12°, with the main arrays tilted down ~1° stage left and ~2° stage right. The 2 each EV subwoofers are positioned stage left and stage right 33' off center at the base of the truss towers. They are currently in an omnidirectional configuration and all calculations have been performed as such. All measurements have been documented.

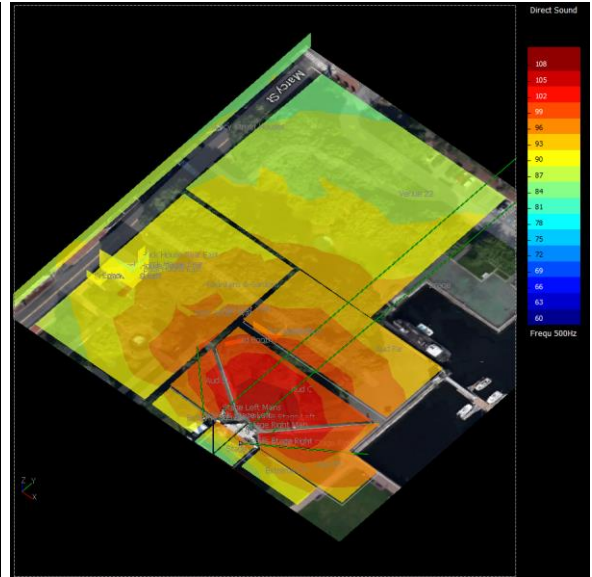




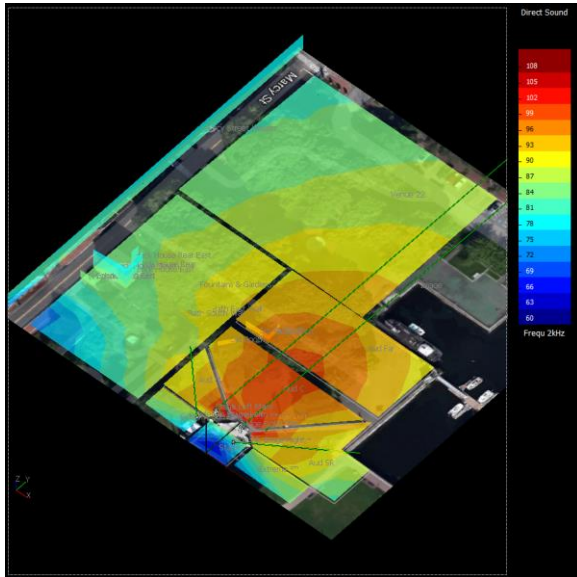
125Hz



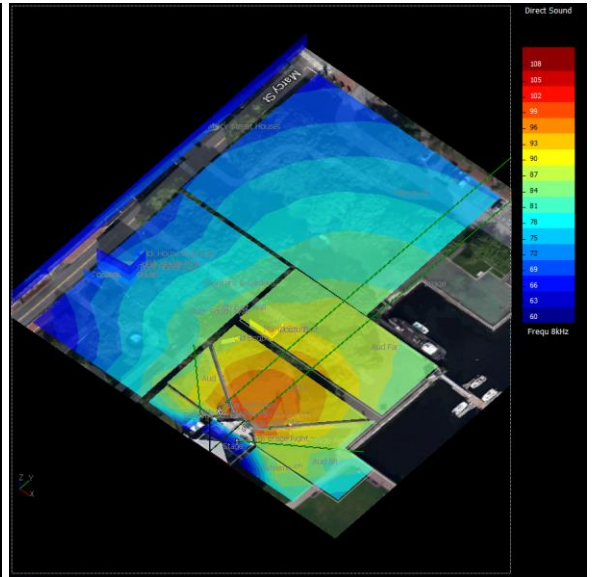
500Hz



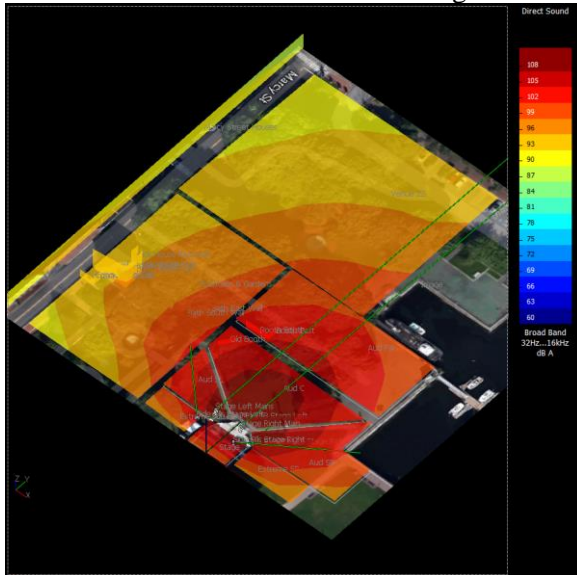
2kHz



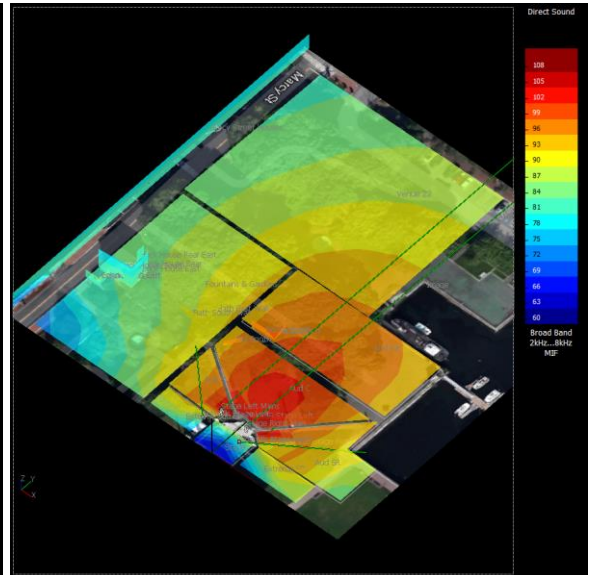
8kHz



32Hz to 16kHz dB A Weighted



2kHz to 8kHz MIF



We found there to be a waste of the energy and potential this system has in its current configuration, which is causing the reproduced sound from the stage to be focused on a large area that spreads well beyond the seated audience. The top GEO S1210 on the main arrays should be angled down at the furthest possible seating area that would require coverage, but instead those loudspeaker modules are aimed essentially straight out towards Memorial Bridge. You can see in the above coverage maps a significant lobing radiating from the stage into areas well beyond audience seating. Additionally, the side fill arrays are also aimed too high, even with the significant down angle. Based on the information we have received, this configuration was designed and the system assembled in good faith to appropriately install the Nexo GEO S12 system at this venue, but that those efforts were not sufficient.

## 6. NEXO SYSTEM CONFIGURATION RECOMMENDATIONS

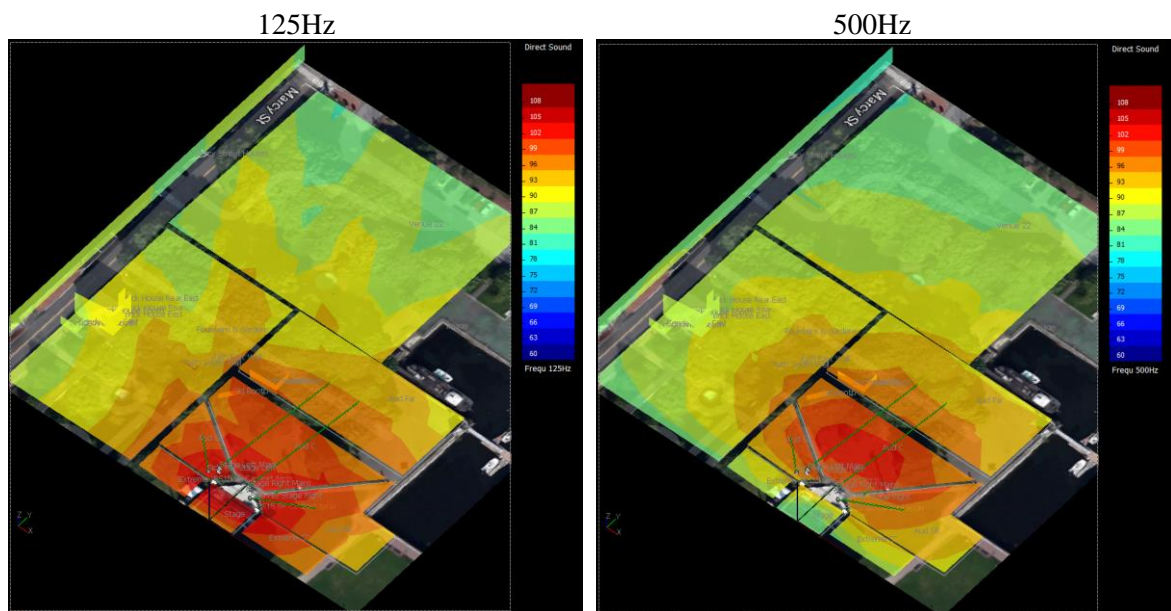
After reviewing the current configuration, available equipment, and required coverage areas we have a number of recommendations. First and foremost, we suggest reconfiguring the box quantity and pin configurations to better provide sufficient sound to the seating areas and mitigate wasted energy and excess sound to the neighboring areas and homes. Our recommended configuration is removing a GEO S1230 from each array, leaving the main arrays at 4 – S1210’s and 1 – S1230’s each, with the side fill arrays at 1 – S1230 each. From top to bottom, the main arrays should be pinned at Lift, 0.80°, 5°, 6.25°, & 16° respectively, with the side fills pinned at Lift. The side fill arrays should be tilted down towards the audience at 20°, with the main arrays tilted down 9° stage left and stage right. The 0° horizontal angle on the main arrays and 45° off center horizontal on the side fill arrays are appropriate and should be maintained.

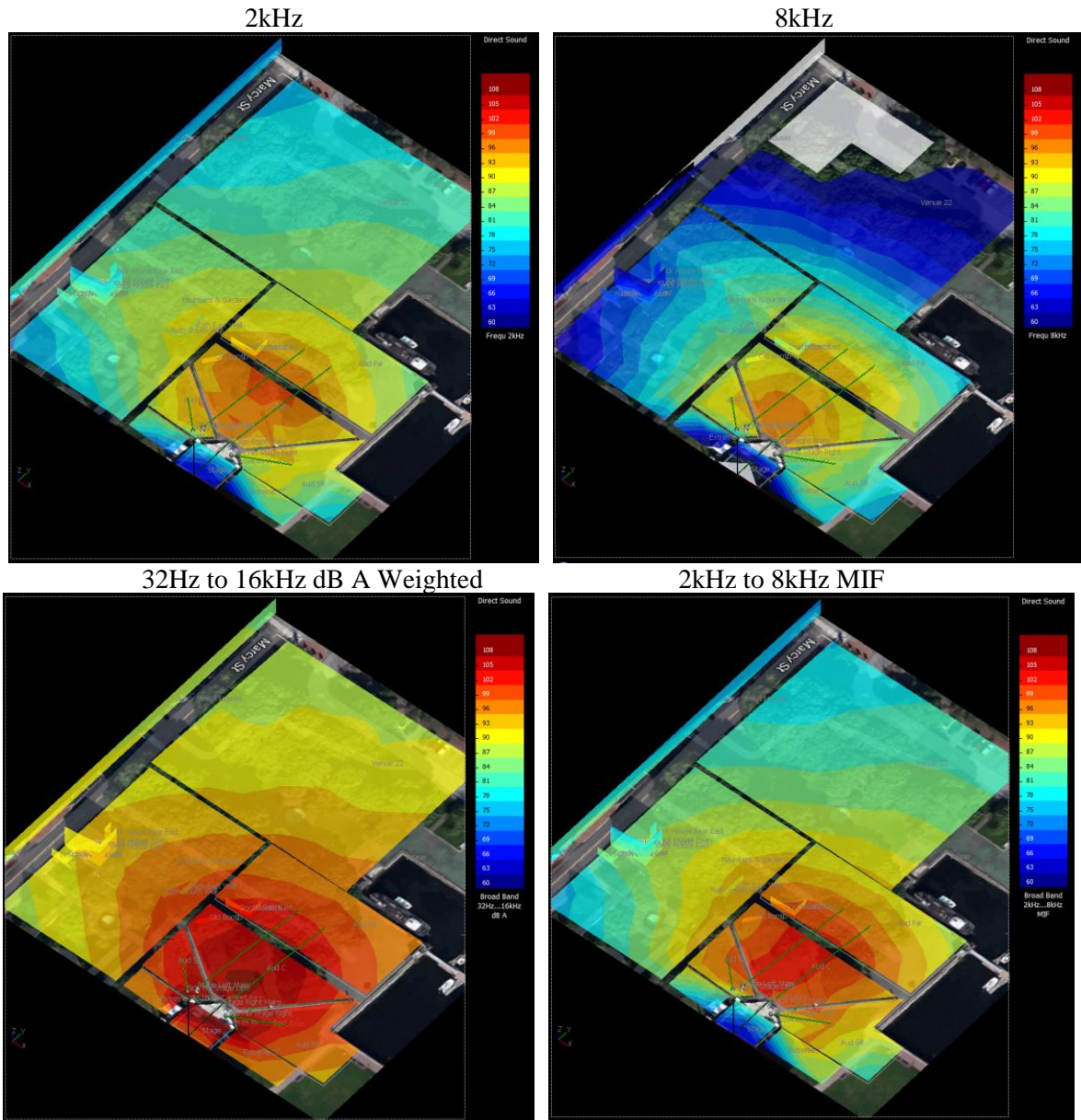
Next, we suggest raising the main left and right arrays by 4’ to a height of 25’. This will allow for a better down angle to the seating areas while still allowing space for the rigging. Also, moving the side fill arrays forward by 12’ will actually increase efficiency for coverage on the smaller side seating areas. There is already a -2 to -4 dB which we recommend remains.

Attachment B is the PDF of the NS-1 recommended configuration which is mapped using Nexo’s MIF.

## 7. POTENTIAL NEXO SYSTEM COVERAGE

Making the changes to the configuration as described above yields the following predictive results.





You can see by comparing the various predictive coverage maps to the current configuration, that the system is capable of better focusing its energy to the audience area and less to the surrounding areas. Specifically, the 8kHz coverage shows the most dramatic change and does not even register in the 60-110dB range at the top of the map. It is important to note that by increasing the coverage efficiency of the Nexo system, the seating area will seem to be louder in volume. This then leads to the system as a whole being operated at a slightly lower volume, which directly corresponds to a lower volume in the surrounding areas as well.

## 8. ADDITIONAL RECOMMENDATIONS

A cardioid subwoofer configuration is highly recommended. We may be able to achieve this while utilizing the existing equipment, as the NXAMP4x4 is capable of handling the processing for cardioid subs. The Nexo RS15 sub is designed for this application, while the EV QRX218 may underperform or disrupt the desired effect altogether. This will need to be researched more thoroughly and should be a priority for implementing next season.

The “thrust” area on the ground in front of the stage is often used for performing, we did keep this in mind, but if the system coverage of this area becomes an issue with lavaliers or headworn mics, the system pins could be adjusted to compensate.

## 9. RIGGING

The arrays are hanging by ~5' 3/8" steel slings and affixed to the truss using Mega Coupler with Eye Nut. We have not inspected the cabling, motors, light fixtures, or any other aspect of the rigging or its application, with the brand, model, and weight ratings of the truss assembly being unknown to us. All of the aforementioned is assumed to have been engineered and installed with the current application within WLL (safe working load limits) and having been installed by a designated competent person. There are however a few items we would like to make suggestions on a few items we made note of.

- Chain motor weather covers would be a low-cost purchase that will extend the life of the motor and protect in the inner components from water or debris entering the clutch or brake mechanisms.  
<https://www.mountainproductions.com/rigging/chainbags/weather.php>
- Although the Mega Coupler with Eye Nut made by The Light Source has a WLL of 1100lbs, being more than a 2.5:1 safety factor of the heaviest possible load from the Nexo arrays, it does not feature a safety device to keep the wing nut from spinning loose. A Steelflex roundsling basketed on the truss and attached to the vertical steel that holds the array with a 5/8" shackle would be the optimal system, with all shackles being moused for long term installation.  
<https://www.mountainproductions.com/rigging/rigging/roundslings.php>
- The side fill arrays were aimed 45° off center at the beginning of the season using tieline which has now stretched and allowed the arrays to rotate outwards to ~60° off center. 1/8" galvanized cable with a rated glide would allow for an adjustable rear point that would not move once set.  
<http://www.rosebrand.com/product2677/Griplock-Glider-Ring.aspx?cid=562&idx=1&tid=1&info=Rigging%2bAccessories>

## 10. OUTDOOR VENUE

It is very important to note that the Nexo GEO S12 system is not a Weather Proof or Weather Resistant loudspeaker system in any manner. The manufacturer specifically states on page 3 of the manual. Hardware and components of the system are already showing rust and will need be serviced at the beginning and end of every season. Additionally, the integrity of the rigging plates, hardware, and components cannot be guaranteed.

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PLEASE READ CAREFULLY BEFORE PROCEEDING

Page 3/106

### PLEASE READ CAREFULLY BEFORE PROCEEDING

#### BASIC PRECAUTIONS

**Do not open** the speaker system or attempt to disassemble the internal parts or modify them in any way. The speaker system contains no user-serviceable parts. If it should appear to be malfunctioning or damaged, discontinue use immediately and have it inspected by qualified NEXO service personnel.

**Water exposure:** Do not expose the speaker system to direct rain, do not use it near water or in wet conditions. Do not place containers with liquid on speaker system as they might spill into openings. If any liquid such as water seeps into the speaker system, have it inspected by qualified NEXO personnel.

**Sun exposure:** Do not expose the speaker system to direct sun.

Operating temperature with temperate climate: 0°C to +40°C (-20°C to +60°C for storage).

## 11. CLOSING

If all of our recommendations are followed, we believe that the audience for performances at Prescott Park Arts Festival will have a better experience and that the surrounding areas will be less effected by the sound reinforcement necessary to produce events at this venue.

MFfi would ask to be considered for contract to assist Prescott Park staff with implementing these recommendations and confirming their real-world application.



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**MEMORANDUM**

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**TO:** JOHN P. BOHENKO, CITY MANAGER  
**FROM:** JULIET T.H. WALKER, PLANNING DIRECTOR *JTW*  
**SUBJECT:** ZAGSTER BIKE SHARE 2017 REPORT  
**DATE:** 2/26/18

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Attached to this memorandum is a membership and ridership summary and comparative data provided by Zagster for 2017. The program launched on May 3, 2017 with the installation of 6 bike stations around the downtown and 30 bikes. The City removed the stations in November for winter storage and plan to have them re-installed at the beginning of May 2018.

In the spring of 2017, the City entered into a 3-year lease agreement with Zagster. The agreement costs \$54,000 per year (\$1,800 per bike). The City receives all revenue from the fees paid by users of the Zagster system minus a 7% administration fee. For the 2017 season, a net of \$7,784.45 was returned to the City.

Attached is a summary report for 2017 including the following information:

- 1) Total number of members by member type
- 2) Total ridership (rentals) and average trip lengths
- 3) Comparative analysis of Portsmouth against the municipal average for Zagster communities
- 4) Overall activity for each of the 6 bike stations
- 5) Riders (members) by zip code (for period of September to mid-November only)

City staff is also working with the Zagster staff to design a survey to distribute to all registered users of the system to learn more about their reasons for using the bike share program, who they are, and how they use it.

Looking forward to the 2018 season, City staff is working with Zagster staff to add more stations to the Portsmouth system through private sponsorships. The first sponsored station will be at Portwalk Place, bringing the total number of stations up to 7 and total number of bikes to 35. An overview of the sponsorship benefits is included in the summary report.





# Portsmouth, NH Utilization Review



2017

# Since Portsmouth's Launch on May 3rd...

## Membership



**977** new members  
joined the program...

## Ridership



...contributing to over  
**1,876** trips taken...

## Time Ridden



...totaling **528,347**  
minutes of riding...

## Sustainability



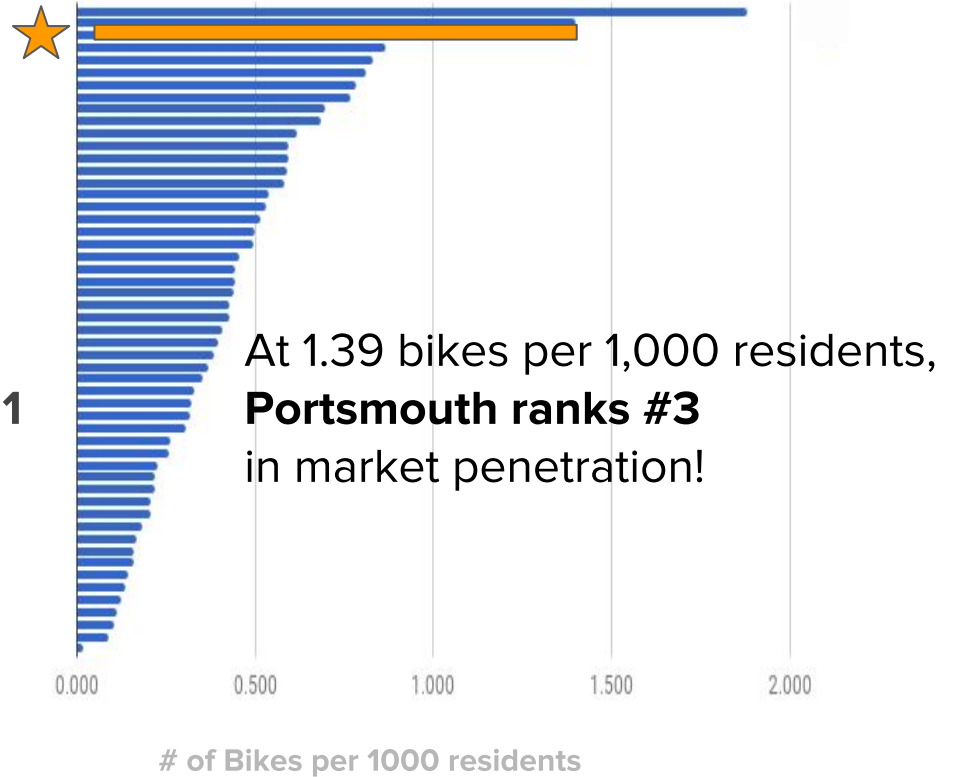
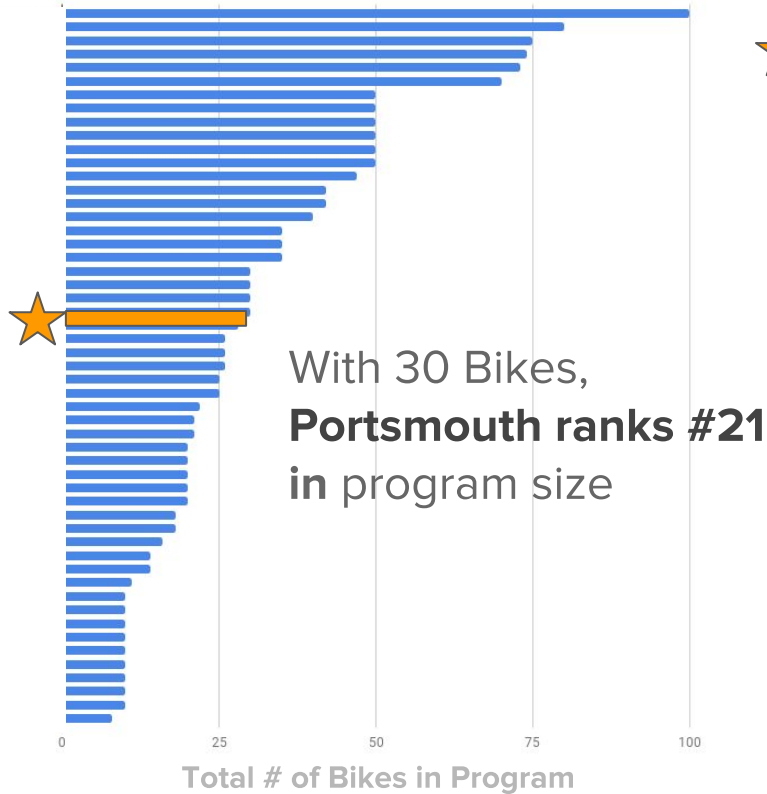
...offsetting **88,057** lbs\* of  
CO<sub>2</sub> emissions!



\* Estimate based on 1 lb CO<sub>2</sub> saved per 1 mile ridden, average bike speed 10mph.

# Program Size & Market Penetration

All Municipal Zagster Programs

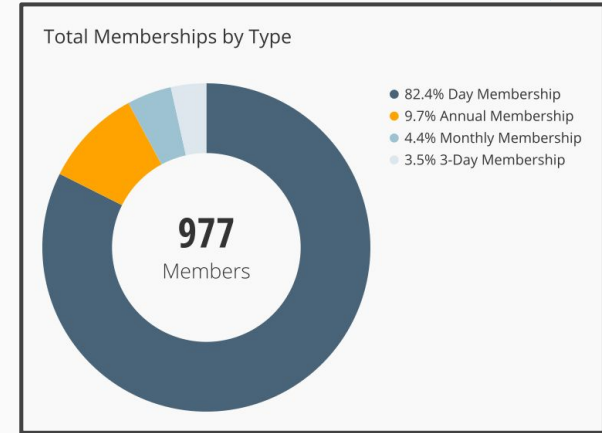
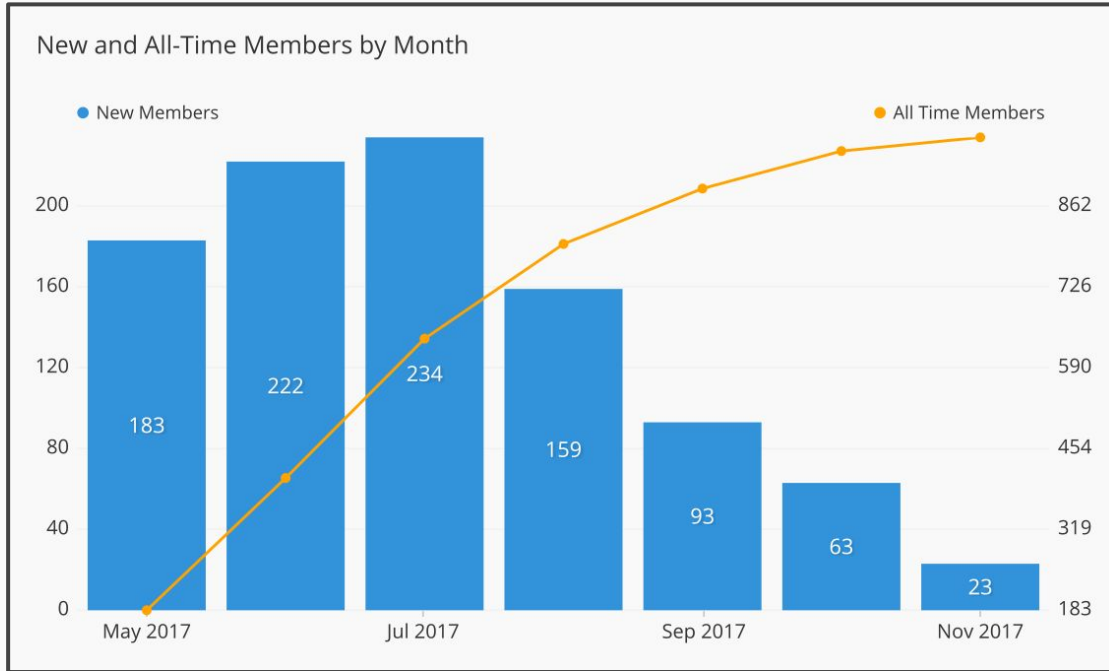


## Comparative Municipal Data: June - September 2017

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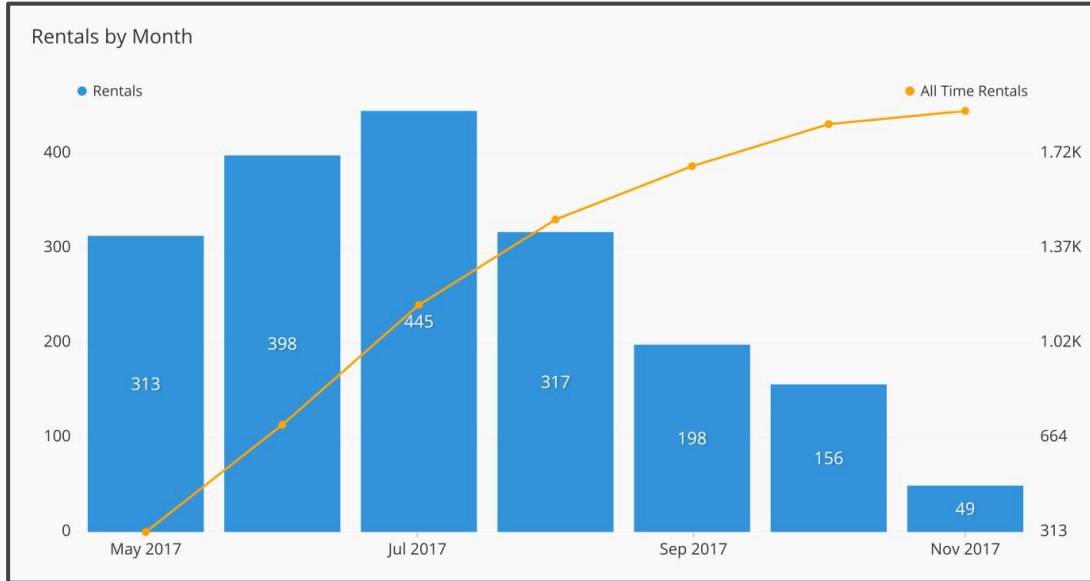
University	# of Bikes	City Pop.	Total New Members	Total Members/bike	Total Trips	Trips/Bike
City A, GA	26	65,338	1,368	52.6	14,779	546.4
<b>Portsmouth</b>	<b>30</b>	<b>21,485</b>	<b>708</b>	<b>23.6</b>	<b>1,358</b>	<b>45.2</b>
City B, MA	30	43,132	721	24	1,293	43.1
City C, FL	35	106,420	121	3.4	276	7.8
City D, MI	35	134,610	579	16.5	856	24.4

# Membership Overview



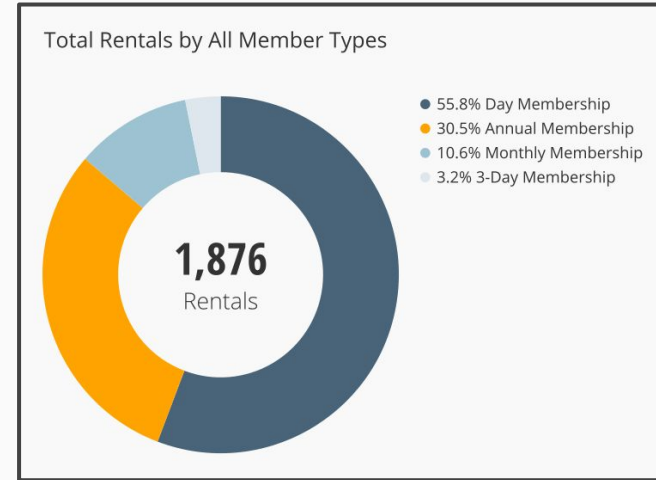
<b>Day Pass Membership</b>	<b>805</b>
<b>Annual Members</b>	<b>95</b>
<b>Monthly Members</b>	<b>43</b>
<b>3-Day pass Members</b>	<b>34</b>

# Utilization Overview



Median Trip Duration

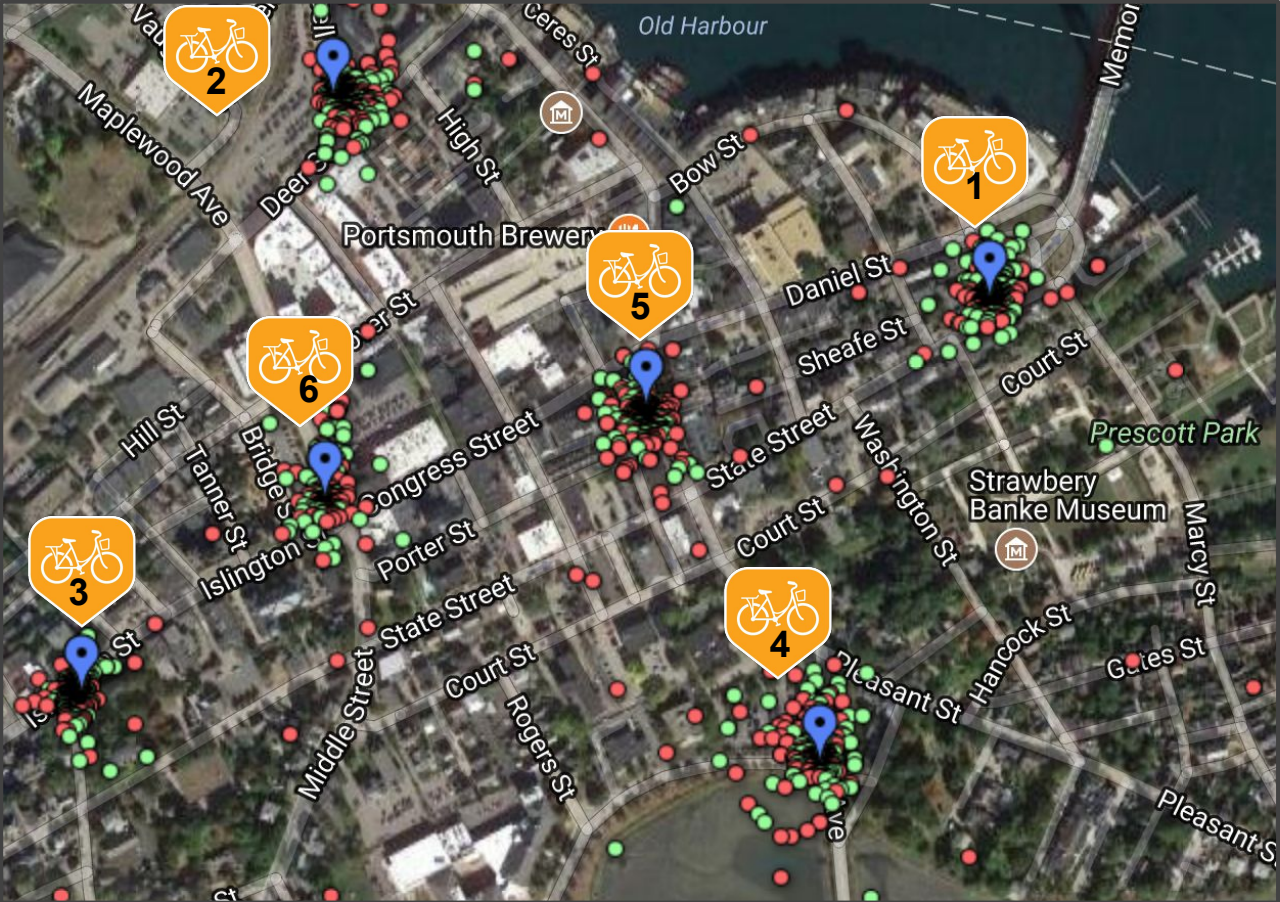
**57** MINUTES



Avg. Trips/Member

<b>Day Pass Members</b>	<b>1,046</b>	<b>1.3</b>
<b>Annual Members</b>	<b>572</b>	<b>6.0</b>
<b>Monthly Members</b>	<b>198</b>	<b>4.6</b>
<b>3-Day pass Members</b>	<b>60</b>	<b>1.7</b>

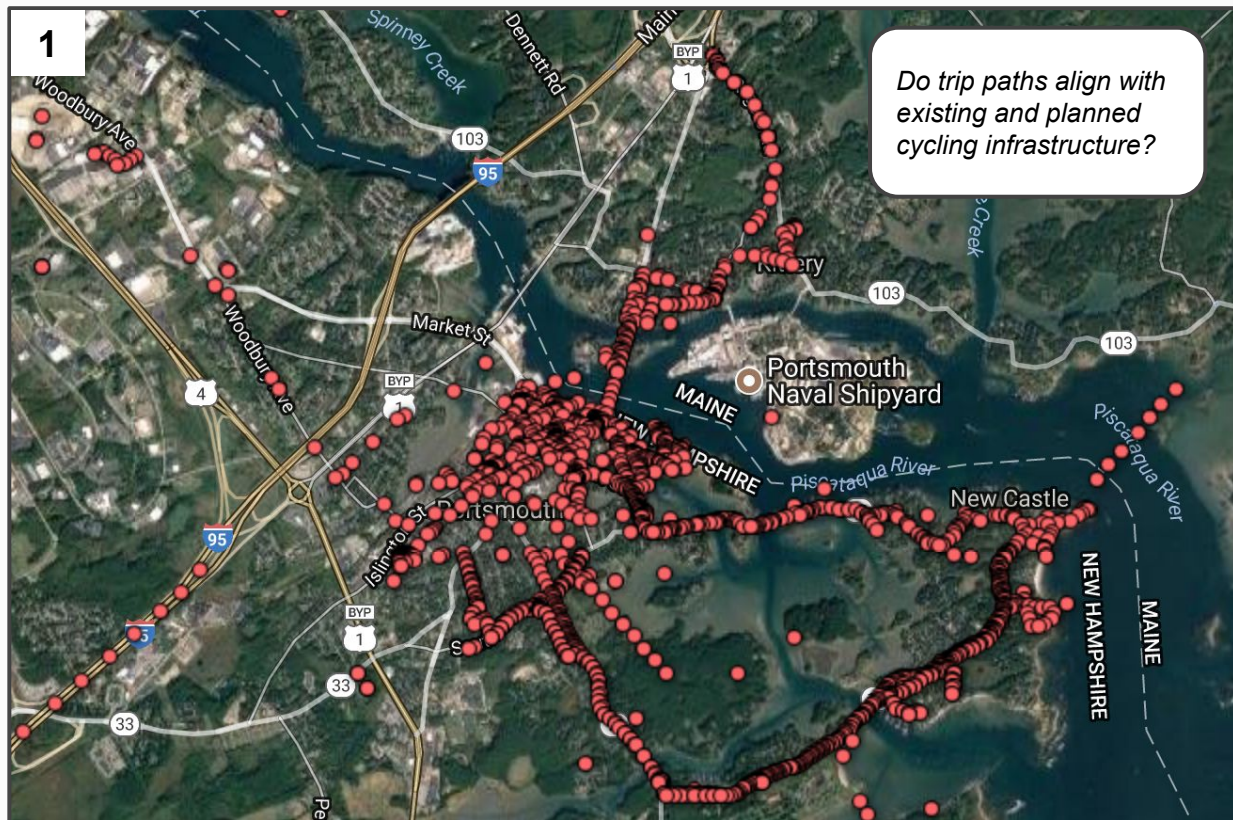
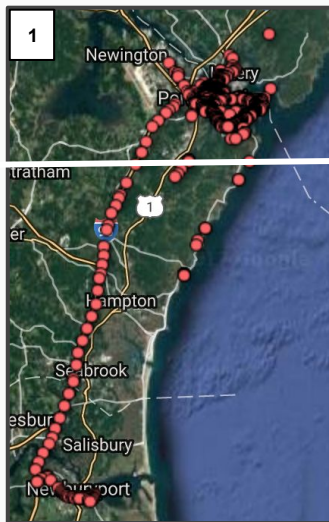
# Station Utilization



Station	% Usage
(1) Memorial Bridge Lot	25%
(2) Russel St.	20%
(3) Summer St.	18%
(4) Parrot Ave	16%
(5) Market Square	12%
(6) Bridge St. Lot Station	8%

# Trip Patterns

July 2017





# Who is Riding ...

## Rider Age Breakdown

**18-25: 32.3%**

**26-30: 19.9%**

**31-40: 17%**

**41-50: 11.9%**

**50+: 18.8%**

It was easy to download, my phone took 5 minutes to set up acct. easy to unlock and lock. Showed me where bikes where, stations, and showed me time remaining. Overall great invention, wish i'd thought of it .

- Miranda G (8.10)

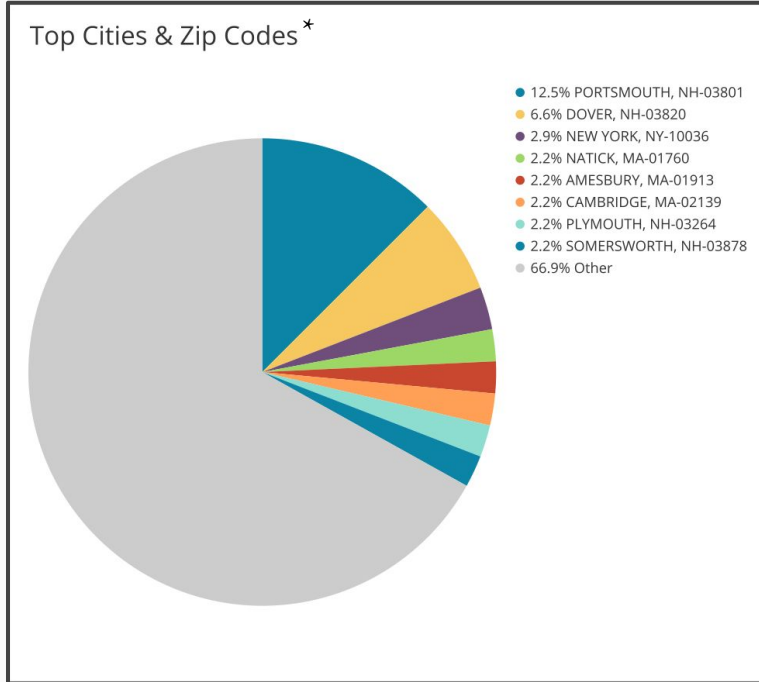
The Zagster bike was very reasonably priced and easy to use. But I don't live close to your bikes, so that makes me less likely to recommend to my friends.

- Kerin H. (9.16)





# Membership Breakdown



State	% of members
NH	34.56
MA	23.53
NY	9.56
ME	7.35
CA	4.41
CT	4.41
NJ	3.68
PA	3.68
DC	2.21
MN	2.21
AZ	1.47
OR	1.47

\*zip code data was collected from September to November, 2017 only

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# STATION SPONSORSHIP OPPORTUNITY

## PORTSMOUTH BIKE SHARE - \$9,000 PER YEAR



- ▶ Station placement priority for 1 station
- ▶ Brand inclusion on 1 sponsored station
- ▶ Brand inclusion on 5 bike baskets
- ▶ Brand inclusion on marketing collateral
- ▶ Brand inclusion on system website
- ▶ Brand inclusion communications, social media & promotions
- ▶ 10 Free membership passes

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## CONTACT INFORMATION

### JULIET WALKER

City of Portsmouth, NH  
jthwalker@cityofportsmouth.com

# City of Portsmouth

*Department of Public Works*

## MEMORANDUM

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TO: John P. Bohenko, City Manager

FROM: Brian Goetz, Deputy Director of Public Works  
Al Pratt, Water Resource Manager

DATE: February 28, 2018

SUBJECT: Report Back to City Council regarding PFAS

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### BACKGROUND

The City of Portsmouth's Water Division has been actively working with the United States Air Force (Air Force), the United States Environmental Protection Agency (EPA), and the New Hampshire Department of Environmental Services (NHDES) in response to the detection of elevated levels of the unregulated contaminant perfluorooctane sulfonic acid (PFOS) from the Haven Well in 2014. This well was one of three wells that served the Pease International Tradeport water system. PFOS is one of a class of chemicals known as Per- and polyfluoroalkyl substance (often referred to as PFCs or PFAS). PFAS compounds are a diverse group of compounds resistant to heat, water, and oil. For decades, they have been used in hundreds of industrial applications and consumer products such as carpeting, apparels, upholstery, food paper wrappings, fire-fighting foams and metal plating. The contamination at the Haven Well has been attributed to the past use of firefighting foam at the air base and the air base's fire training center. Because the level of PFOS exceeded the "provisional health advisory" set by the EPA, the well was shut down and it has been off ever since. A number of actions have been taken by the project response technical team, which includes the City of Portsmouth, the Air Force Civil Engineering Center, the EPA, the NHDES and the Pease Development Authority.

The Pease Tradeport drinking water system is a public drinking water system that serves the Pease Tradeport area of Portsmouth. This system is separate from the Portsmouth drinking water system but has the capability through interconnected pipes to get water from the Portsmouth water system when needed.

In April 2014, city staff were contacted by the New Hampshire Department of Environmental Services (NHDES) to work with them to sample the three Pease Tradeport drinking water wells (the Haven, Harrison and Smith wells) PFAS compounds detected in a nearby former fire training area for the Pease Air Base. The wells were sampled by NHDES and sent out to a certified laboratory for testing. On May 12, 2014, the NHDES contacted the City to inform us that the Haven Well sample results were above the preliminary health advisory for PFOS. The other two wells had detections but were below the advisory level. The Haven Well was immediately shut down and has been off ever since. Water to service the Tradeport was then supplied by the remaining two Pease wells, supplemented by City of Portsmouth water. In

September 2016 an activated carbon treatment system was installed on the Harrison and Smith wells to treat the PFAS compounds in those wells to demonstrate the efficacy of this type of treatment for a full-scale system that would eventually treat all three Tradeport wells.

## **RESPONSE, ONGOING MONITORING AND WATER TREATMENT**

The United States Air Force has taken responsibility for the contamination due to the extended use of firefighting foam at the base and at their fire-fighting training center. Beginning in May 2014 they have employed the services of Wood, plc (formerly AMEC) to monitor and track PFAS compounds around the wells. Monitoring has occurred at all pumping wells around the Tradeport, including two wells in Portsmouth (the Portsmouth and Collins Wells) since that time. Samples are collected at least monthly at the well sites and periodically at other sentry wells. This monitoring program has shown that PFAS concentrations in the municipal wells are consistently below the health advisory values published by the USEPA in May 2016.

The City water operations staff have been part of a large technical response team that includes the Air Force, the EPA, NHDES and the Pease Development Authority. The City has also employed the services of Weston & Sampson to provide technical support regarding water quality data and treatment options.

The Air Force, through various agreements, has reimbursed the City for the costs we have incurred to address this issue. They funded the installation of the two carbon filter units for the Harrison and Smith wells in 2016. They are currently funding the cost of the final design of a treatment system that will be built to treat all three Tradeport wells. This design also includes an ongoing pilot treatment system out at the Haven well with activated carbon and resin treatment filters. Design will be completed later in 2018 so that bidding and construction of the facility may commence in late 2018 or early 2019. Additionally, the Air Force is also constructing a separate treatment system at Pease that will treat the water in the aquifer through a pump, treat, and reinjection well system. That system construction is planned for later in 2018.

## **REGULATORY COMPLIANCE**

The two public water system's the City operates (Portsmouth and Pease Tradeport) are regulated by the NHDES following guidelines set by the New Hampshire Safe Drinking Water Act (SDWA), which includes the requirements of the federal SDWA, which originated in 1976 and has been expanded over the years. Portsmouth Water Division staff are constantly monitoring and routinely testing the drinking water in accordance with these federal and state requirements to ensure the quality of water delivered to customers consistently meets these water quality standards. This monitoring ranges from on-line equipment that constantly analyzes critical water quality parameters, to periodic monitoring of specific contaminants, including organic and inorganic compounds. All required sampling has to be tested at a certified laboratory and sample results are reported directly to the NHDES and uploaded to the state's "OneStop" data repository. Any parameter that is in violation requires a public notice to all customers.

The drinking water standards that our water systems follow are part of SDWA's "multiple barrier" approach to drinking water protection, which includes:

- Assessing and protecting drinking water sources
- Protecting wells and collection systems
- Making sure water is treated by qualified operators
- Ensuring the integrity of distribution systems (for example, minimizing leaks, maintaining adequate water pressure)
- Making information available to the public on the quality of their drinking water

The EPA sets an enforceable standard for the contaminants they regulate. In most cases, the standard is a maximum contaminant level (MCL). The MCL is the maximum level allowed of a contaminant in water which is delivered to any user of a public water system. When there is no reliable method that is economically and technically feasible to measure a contaminant at concentrations to indicate there is not a public health concern, EPA sets a “treatment technique” rather than an MCL. A treatment technique is an enforceable procedure or level of technological performance which public water systems must follow to ensure control of a contaminant.

The EPA also releases Health Advisories for certain contaminants. Health Advisories (HAs) provide information on contaminants that can cause human health effects and are known or anticipated to occur in drinking water. EPA's HAs are non-enforceable and provide technical guidance to states agencies and other public health officials on health effects, analytical methodologies, and treatment technologies associated with drinking water contamination. Currently, two PFAS compounds (PFOA and PFOS) have HAs. New Hampshire has adopted the HA standard for these two compounds of 70 ppt. All current drinking water sources in the Portsmouth water systems are below this standard and most of the water supplied has “non detect” levels of these two compounds. Research into the HA limits for PFAS compounds continues. Per discussions with regulators it is our understanding that the NHDES continues to review any new science or analysis related to these and other UCMR PFAS chemicals. It is their understanding that by the summer of 2018, the Centers for Disease Control and Prevention (CDC) will release Toxicological Profiles that will establish Minimal Risk Levels for PFOA and PFOS, as well as PFNA and PFHxS. This information will likely guide any new HA or MCL standard. If these standards do change, the City’s water operations staff will continue to test for the levels of these contaminants in our source waters and respond accordingly if they exceed any parameter.

Annually, we are required to produce and distribute a Water Quality Report (often referred to as a “CCR” or Consumer Confidence Report). The report is distributed to the consumer explaining the quality of their drinking water, if there are any contaminants in the water and how it may affect their health, what it takes to provide quality water and the importance of its protection for the future. These reports are mailed annually to each customer and are also available electronically on the City’s website at:

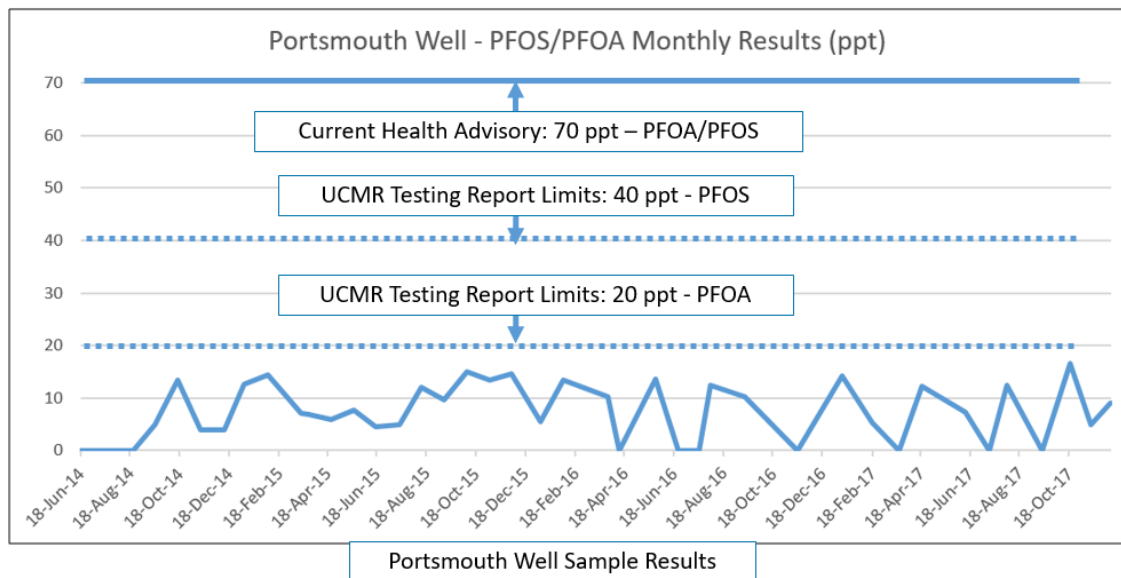
<https://www.cityofportsmouth.com/publicworks/water/drinking-water-quality>

## PORTSMOUTH WATER SYSTEM SAMPLING

The City has also undertaken PFAS sampling at all of our other water sources. Sampling was initially performed immediately following the detections in 2014. Samples from the Madbury surface water treatment facility, the Madbury wells and the Greenland well were all taken in May 2014. The results for all of these samples were “non detect,” meaning that they were below the laboratory’s reporting limits. Subsequently, these water sources were also sampled as part of the EPA’s Unregulated Contaminant Monitoring Rule (UCMR) in 2014 and 2015. Two sample rounds were taken and all results were non detect.

In 2016 the NHDES sent a letter out to all public drinking water systems requesting that they sample their water sources for PFAS again and this time, utilize laboratories that were capable of detecting lower levels of PFAS compounds. The City sampled using this protocol. Some detections were then measured at the Portsmouth water sources. All detections were below the EPA’s Health Advisory limit of 70 parts per trillion (ppt).

The detection of these compounds using the lower testing limits is something that has occurred at many other drinking water systems throughout the United States. Other systems, including a number in New Hampshire, with non detects as part of their UCMR testing now have low level detections. These systems include Aquarion (Hampton, North Hampton), Pennichuck Water (Nashua), Merrimack Village District, Dover, Rochester, Hudson, Bedford, Rye, Bow, and many other smaller systems. The following graphic, using Portsmouth Well testing data, shows how this is the case:



The graphic shows combined PFOA/PFOS sample results from nearly four years of monthly data. The analysis shows that all results are below the 20 ppt threshold for UCMR sampling levels for PFOA and also below the 40 ppt threshold for PFOS. Again, if UCMR test methods were continued, this well would have had non detections for four years of data instead of what we see now. Having this data is helpful in that it shows that PFAS levels are not increasing in the well and are not approaching the 70 ppt level set by the current Health Advisory.

## **SUMMARY**

The City of Portsmouth's water operations staff will continue to address the PFAS contamination issue by continuing to:

- Work with the Air Force and regulators to monitor PFAS compounds in the water sources in and around the Haven Well.
- Design and construct drinking water treatment system to treat and remove PFAS compounds in the Pease Tradeport Drinking water system wells.
- Develop a long-term water quality monitoring plan (to include not only PFAS compounds but other water quality parameters) for the reactivation of the Haven Well.
- Continue twice-a-year monitoring of all other Portsmouth water supply sources for PFAS compounds and respond appropriately should contaminant levels appear to be approaching HA levels. Sampling to date shows no increase of PFOA/PFOS levels in any Portsmouth water source.
- Work with regulators and waterworks professionals to track and respond to the evolving water quality information, regulations and treatment technologies.
- Provide public information on this and all other water quality parameters in our water systems.



## **TESTING FOR PEASE QUESTIONS AND MEETING FOLLOW-UP INFORMATION**

The following questions regarding PFAS in the Portsmouth Water Supply were submitted by *Testing For Pease* for discussion at the November 9<sup>th</sup> 2017 meeting with the City of Portsmouth's Mayor, the Deputy City Manager, a member of City Council and City Water Division's staff.

### **A summary of the Water Division's responses to these questions follow:**

**Question 1** - *We are concerned that there are multiple PFAS chemicals detected in city wells and tap samples of city water in 2016 (see attached). We would like to discuss our concerns and request for additional tap sampling in the city to provide the community more information so they can make informed decisions about their drinking water. (October 9, 2017 email from Andrea Amico to City of Portsmouth)*

### **Response 1**

- The City response to the sampling at the tap was provided in the September 21, 2017 email to Andrea Amico from Brian Goetz
  - As for the tap sampling, we have on occasion sampled for PFAS at the tap. Samples were taken last year in June at two of our DES sample sites, one on Sagamore Road and the other at the Portsmouth Library using the same sample method and laboratory (Maxxam) as the Air Force's consultant uses (to be consistent). Results for PFOA and PFOS were non-detect. Five other compounds were detected at low levels in the tap samples collected in 2016: PFBS, PFHpS, PFPeA, PFTeDA, and PFTrDA. The level of these compounds at the taps were equivalent to the sources that served the sample location, with the exception of PFHpS which was not detected at any of the sources, thus likely associated with the facility plumbing or a laboratory analysis issue. The results of these compounds were all estimated by the lab and are near the limits of the lab's ability to detect. All of the PFAS results are attached to this email for your reference.
  - Sampling of private taps would provide information about the blending of our in-town well groundwater sources and surface water and groundwater sources from Madbury. However, this information has already been determined and mapped by our water operations staff using conductivity data, so this would only verify this water source distribution information. Tap water samples may be useful to identify the potential contribution of household plumbing components such as Teflon tape and thread sealant (known to contain PFAS compounds); however, this would require substantial effort and cost to perform such a research project. At this point we are already sampling all of our water sources for PFAS compounds twice a year. This is not required for regulatory compliance but is a prudent thing to do. It is our intent to continue this program but not expand it to sampling at taps for the reasons previously stated.

- Sampling customer taps may provide information about the contribution of plumbing fixtures and pipe sealants to PFAS compounds in tap water; however, enough samples would need to be collected to make this research statistically valid.
- **As for individual treatment at customer locations, the City follows the drinking water standards set by the EPA and the NHDES, and, therefore, does not recommend further treatment of any parameter that already meets drinking water and health advisory standards.** Since the shutdown of the Haven Well in May 2014, no water source has exceeded the health advisory set for PFOA/PFOS. We continue to sample PFAS and report that data on the City’s website and in the annual water quality report. Any customer wanting further treatment would have to make sure that their treatment system is properly sized for a particular contaminant, properly maintained, and sampled periodically to assure performance. The City has provided a link to “at the tap” treatment systems on our website at: <http://files.cityofportsmouth.com/publicworks/pfoa-inhome-treatment-20160518.pdf>
- **Water Filtration at Schools** – During the November meeting the installation of additional treatment at Portsmouth City Schools was discussed. Following that meeting the NHDES provided information to *Testing for Pease* from other schools in New Hampshire that have installed treatment or are considering it. Per follow-up correspondence with NHDES, they provided a summary of the following schools:
  - **Marlow, John D. Perkins, Sr. Academy** – Water exceeded the health advisory standard. NHDES installed filtration.
  - **Hampstead Middle School** – on-site well had a level of 45 ppt PFOA/PFOS. The school installed treatment on their own initiative.
  - **Merrimack School System** – PFOA/PFOS levels from Merrimack Village District are typically around 10 to 25 ppt. The school’s proposed budget includes filtration for all six schools.
  - **Windham Center School** – School Board voted treatment down 2-3. A go-fund-me page was established. NHDES does not know any more information about the status of this effort.

For the reasons previously stated, the City’s water system staff do not recommend the installation of additional filters at City schools.

**Question 2** - We have concerns about the concentration and number of PFAS compounds in the Portsmouth #1 well, the Collins well and the Greenland well; the contaminants in each exceed what NHDES considers to be 'background' levels. (Lindsey Carmichael email to City of Portsmouth on October 28, 2017). Concerns about Concentration trends over time (November 9, 2017 agenda).

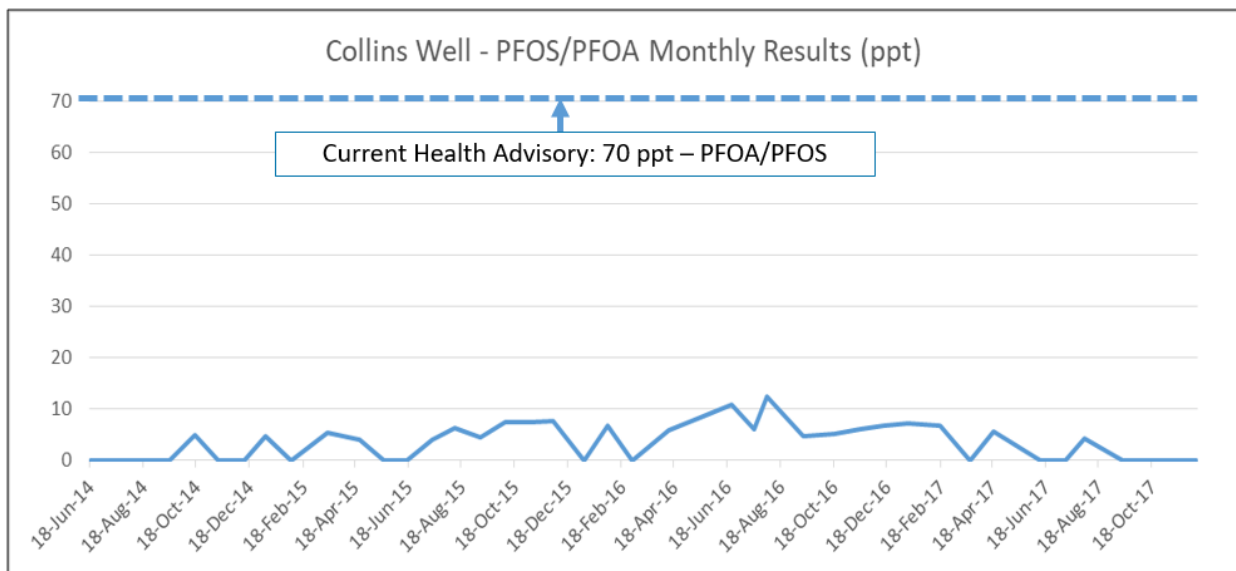
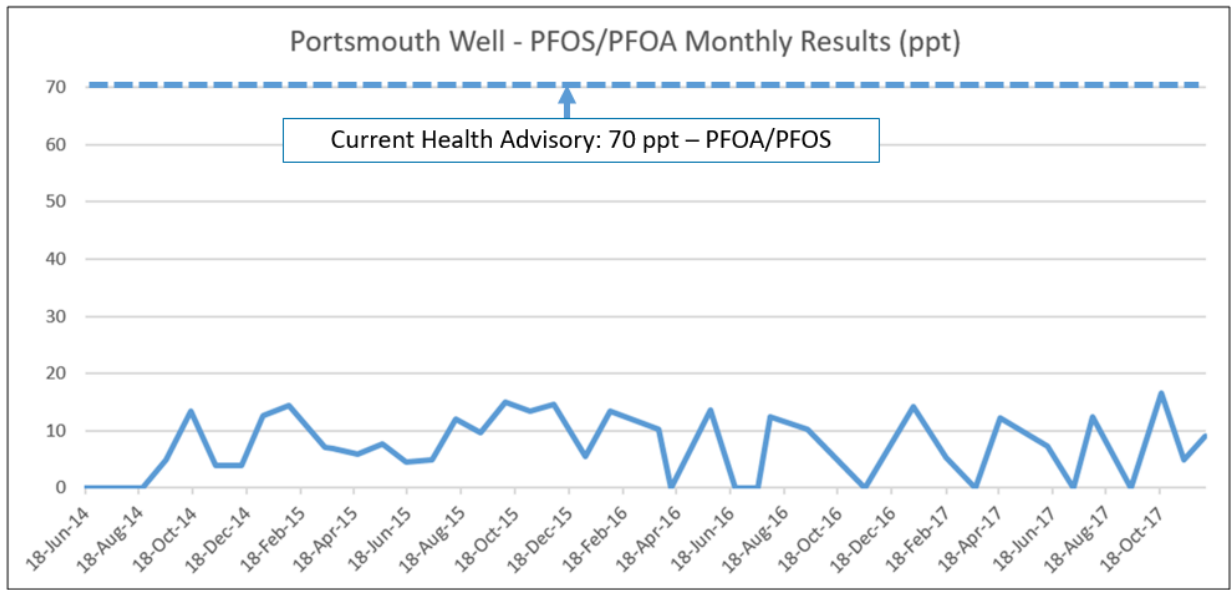
**Response 2** - (with data updated through December 2017)

- **Sampling to date shows no increase of PFOA/PFOS levels in any Portsmouth water source.** Combined PFOS and PFOA levels for these wells were:
  1. Collins well - 49 sample events June 2014 through December 2017: 23 had non-detections. 26 with detections ranged from 4 to 12 ppt, combined PFOS+PFOA.
  2. Portsmouth well - 48 sample events June 2014 through December 2017: 11 had non-detections. 36 with detections ranged from 4 to 17 ppt, combined PFOS+PFOA. One sample reported invalid results due to a contaminated blank.
  3. Greenland well - Well was sampled by DES in May 2014 and had non-detections for the parameters tested for at the time. The well was also tested by the City staff as part of the UCMR program in July 2014 and February 2015. Those results also had non-detections. The well has since been sampled by City staff utilizing the testing methods recommended by DES in 2016. Results from four sampling events in 2016 and 2017 had combined PFOS results of 7, 14 and 7 ppt in 2016. The sample with 14 ppt was re-analyzed by the laboratory and the second result was 7 ppt. The 2017 results were 4 and 5 ppt for PFOS. There have been no PFOA detected in this well.
  4. The Air Force's consultant continues to sample the Collins and Portsmouth wells monthly and the City is continuing its sampling of the Greenland well twice a year. A copy of the 2017 results is in the table below. Trends for the Collins and Portsmouth wells follow that.

**2017 PFAS - Portsmouth Water Supply Wells**

PFAS Sample Results (in ppt)	Portsmouth #1 Well	Collins Well	Greenland Well
<b># of samples in 2017:</b>	11	11	2
<b>Perfluorobutanesulfonic acid (PFBS)</b>	BD	13	6
<b>Perfluorohexanesulfonic acid (PFHxS)</b>	7	ND	6
<b>Perfluorohexanoic acid (PFHxA)</b>	BD	ND	3
<b>Perfluorooctanesulfonic acid (PFOS)</b>	3	3	4
<b>Perfluorooctanoic acid (PFOA)</b>	6	ND	ND
<b>Perfluoropentanoic acid (PFPeA)</b>	4	BD	ND
<b>PFOS+PFOA Health Advisory Limit is 70 ppt</b>	9	3	4

2017 PFAS averages were calculated with data through December 2017. Many of these compounds were below the analytical method detection limit for at least one of the sample events. Where value were not detected in the sample, half of the method detection limit was used to calculate the average, per USEPA protocols for risk assessment calculations. "BD" is noted where the average using this technique is below the detection limit.



**Question 3** - *We would also like to discuss an opportunity for the city to have Pease water samples tested with an Environmental Engineer, Dr. Christopher Higgins, at the Colorado School of Mines. Dr. Higgins work was part of a recent paper published in June that tested water samples from a military site with known PFAS contamination from AFFF and he was able to identify multiple other PFAS compounds not routinely tested for by standard labs. Based on the findings of his latest research, the Pease community is concerned that there are many other PFAS compounds in the Pease (and possibly Portsmouth) water supply. Dr. Higgins lab has technology to run samples of water and look for additional PFAS compounds that the Air Force or the city is not currently testing for. We have been in touch with him and he is willing to help our community by running samples, but we need to identify a funding source. We would like to discuss this important opportunity with you further. (Andrea Amico email to City on October 9, 2017).*

### **Response 3**

- We discussed this with *Testing for Pease* during our meeting with them in November 2017. Following that meeting we put a request into the EPA to be part of their own research rather than a single stand-a-lone study for Pease because, like the UCMR studies, larger sample sets and locations would be necessary to validate and provide context of a single data point or one-time research analysis. Peer reviewed and accepted science methods would be necessary. A letter from the mayor was drafted and sent to the EPA on November 29, 2017 requesting that “the City of Portsmouth be included in any such study...” The EPA responded on December 22, 2017 that the City should “work through NHDES and EPA Region 1 for which [EPA’s] laboratory, or a commercial laboratory, may be called upon to provide analytical support.” Therefore, the City water staff will continue to discuss this with these offices and report back with updated information. A copy of the correspondence is attached.
- As for the multiple PFAS compounds detected, it should be noted that we are sampling for more parameters than most other water systems. The Unregulated Contaminant Monitoring (UCMR) that took place across the country in 2014 and 2015 (which the City’s water system participated in) only required sampling for six parameters - PFOS, PFOA, PFBS, PFHxS, PFHpA, and PFNA. When the Haven Well contamination was discovered in 2014, the DES’s Brandon Kernen recommended that the Air Force sample for more compounds Than the UCMR required. He also recommended that a lab capable of sampling at lower levels be utilized than the UCMR sampling. At the time, he know of two labs that could do this type of analysis, Maxxam was one of them and they were selected and have been used for sampling ever since. (Brian Goetz email to Andrea Amico on September 21, 2017)

**Question 4** - *What is your guess as to the source of the PFAS contamination at these three wells (Collins, Portsmouth and Greenland)?*

**Response 4**

Scott Hilton, Pease Project Manager for NHDES, said at the recent Newington public meeting that very low levels of PFAS could be coming from more local sources, such as septic systems or other past practices near the water source, including use of fire-fighting foam for car accidents or other fires. This could be the case at other well sites in our system.

A recent study by the Cape Cod Institute of self-served houses with their own wells and septic systems found that “about 70 percent of the wells contained PFASs.”

<https://www.sciencedirect.com/science/article/pii/S0048969715312353>

**Question 5** - *How far away are these wells from Pease and Coakley?*

**Response 5**

- The Portsmouth Well is:
  - 1.67 miles (8,810 feet) from the Haven Well
- The Collins Well is:
  - 1.88 miles (9,990 feet) from the Haven Well
- The Greenland Well is:
  - 2.0 miles from the Coakley Landfill

**Supporting Documents:**

Additional information can be accessed at the City’s webpage for the Pease water system:  
<https://www.cityofportsmouth.com/publicworks/water/pease-tradeport-water-system>

The following information is also attached, including a PowerPoint document that provides more information with respect to the timeline of the contamination and developments since May 2014:

- NHDES – EPA – City – Correspondence regarding additional PFAS Testing
- Portsmouth PFAS Update to City Council – March 5 2018



The State of New Hampshire  
**Department of Environmental Services**



**Clark B. Freise, Assistant Commissioner**

June 22, 2017

Jennifer Orme-Zavaleta, PhD  
Director, National Exposure Research Laboratory  
USEPA Office of Research and Development  
109 TW Alexander Dr MC 305-01  
RTP, NC 27711

**Subject: New Hampshire Department of Environmental Services Request for Assistance Assessing Poly- and Perfluoroalkyl Substances**

Dear Dr. Orme-Zavaleta:

The New Hampshire Department of Environmental Services (NHDES) is requesting assistance for completing analyses of long and short-chain poly and perfluoroalkyl substances (PFAS) in industrial chemicals, groundwater, surface water, soil, sludge, air, process residuals and potentially food crops surrounding two sites where air emissions associated with processes that historically used PFAS-containing raw materials. These sites have historically released PFAS into the environment and have contaminated soil and water, including groundwater used as drinking water for tens of thousands of people in the state. NHDES is also concerned that ongoing air emissions of certain PFAS may be occurring with minimal air pollution controls being applied.

NHDES is currently using commercial laboratories to complete analyses that report results of 14 to 23 traditional PFAS compounds. NHDES has attempted to coordinate with a laboratory to analyze for a PFAS compound variant that was reported to have replaced PFOA at a facility that has ongoing air emissions containing PFAS. Despite analyzing over 1,000 samples from private and public drinking water wells in an area where groundwater has been contaminated with PFOA, this replacement compound has yet to be detected in water near this site. However, the replacement compound was detected in stack samples at the site.

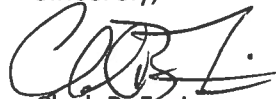
Assistance from the United States Environmental Protection Agency (USEPA) is needed to test for environmental contaminants that are potentially being released to the air and impacting the environment. USEPA's assistance is needed to overcome technical barriers for completing this work to date including: 1) commercial laboratory analytical limitations for handling more complex sample matrices; 2) unknown nature of the compounds because they are proprietary, manufacturing byproducts or degradation compounds contained in raw materials; and 3) lack of expertise and experience associated with advanced fluorochemistry and fate and transport properties. USEPA could assist by analyzing samples using high resolution mass spectrometry with a comprehensive assessment of the spectral data using library searches.

Jennifer Orme-Zavaleta, PhD  
USEPA Office of Research and Development  
June 22, 2017  
Page 2 of 2

NHDES will utilize this information to: 1) understand the multimedia environmental distribution of fluorinated compounds generated when emitting PFAS to the air; 2) ensure drinking water treatment systems and remediation systems being designed to remove PFOA and PFOS are able to also consider employing treatment that can remove other PFAS compounds and associated degradates, some which could be precursors to the formation of PFOA and PFOS. Granular activated carbon is the standard treatment technology for PFOA and PFOS, but is not as effective in removing some of the shorter chain PFAS compounds or precursors to PFOS and PFOA. This information is critical for ensuring drinking water is appropriately treated and that remediation systems removing PFOA and PFOS do not unknowingly redistribute other PFAS contaminants; 3) differentiate sources of contamination when and where there is the potential for multiple sources of contamination by identifying a signature of distribution of compounds for different sources of PFAS; 4) assess if conditions warrant the installation of treatment systems for air emissions to proactively prevent the contamination of the environment and drinking water with the newer alternative chemicals or precursor compounds; 5) prioritize what contaminant(s) need a risk assessment based on what is actually being measured in the environment, including drinking water.

We greatly appreciate your assistance on this matter. We look forward to our continued partnership in successfully addressing these emerging drinking water contaminants. Please do not hesitate to contact me ([Clark.Freise@des.nh.gov](mailto:Clark.Freise@des.nh.gov), (603)271-8806) or Brandon Kernen ([Brandon.Kernen@des.nh.gov](mailto:Brandon.Kernen@des.nh.gov), (603)271-0660) should you have any questions.

Sincerely,



Clark B. Freise

Assistant Commissioner

cc: Meghan Cassidy, USEPA Region 1  
Andy Lindstrom, USEPA ORD  
Michael Wimsatt, NHDES  
Eugene Forbes, NHDES<sup>1</sup>  
Brandon Kernen, NHDES





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
NATIONAL EXPOSURE RESEARCH LABORATORY  
RESEARCH TRIANGLE PARK, NC 27711

NOV 13 2017

OFFICE OF  
RESEARCH AND DEVELOPMENT

Clark B. Freise  
Assistant Commissioner  
New Hampshire Department of Environmental Services  
29 Hazen Drive  
PO Box 95  
Concord, NH 03302-0095

Dear Mr. Freise:

I am sending this letter in response to your request for additional assistance with the analysis poly- and perfluoroalkyl substances (PFAS) that was sent to me on October 27, 2017. We are interested in providing the requested assistance to the New Hampshire Department of Environmental Services (NHDES). However, I would like to request that all parties envisioned to be involved in the proposed effort work together to clarify and reach agreement on issues related to the scope of the assistance, quality assurance, and plans for communications before we commence work. It is my understanding that discussions on some of these issues were initiated at meeting involving our staff on November 8<sup>th</sup>. I have asked Tim Buckley to take the point on setting up a follow-up meeting (or meetings) to develop a common understanding of the planned work, as well as, the assistance being requested of EPA.

We appreciate the partnership that we have established with NHDES to better understand potential exposures to PFAS and to assist NHDES in your efforts address this important environmental issue. Please feel free to contact me ([Watkins.tim@epa.gov](mailto:Watkins.tim@epa.gov), 919-541-2106) if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Tim H. Watkins".

Timothy H. Watkins  
Director

cc: Tim Buckley, US EPA ORD  
Deborah Szaro, US EPA Region 1  
Meghan Cassidy, USEPA Region 1  
Cathy Beahm, NHDES



Jack Blalock  
Mayor

## CITY OF PORTSMOUTH

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Municipal Complex  
1 Junkins Avenue  
Portsmouth, New Hampshire 03801  
(603) 610-7200  
Fax (603) 427-1526

November 29, 2017

Timothy H. Watkins  
Director, National Exposure Research Laboratory  
USEPA Office of Research and Development  
109 TW Alexander Dr MC 305-01  
RTP, NH 27711

RE: City of Portsmouth's Request for Assistance Assessing Poly- and Perfluoroalkyl Substances

Dear Dr. Watkins,

The City of Portsmouth has been actively working with the United States Air Force Civil Engineering Center, the United States Environmental Protection Agency (EPA) and the State of New Hampshire Department of Environmental Services (NHDES) with responding to PFAS contamination of drinking water wells serving the Pease Tradeport drinking water system in Portsmouth, New Hampshire. Considerable focus has been applied to developing a comprehensive water quality monitoring and sampling program for the area in and around the drinking water wells. To date, three and a half years of sampling has taken place since the discovery of this contamination in May 2014. Information gathered from this program has been vital in assessing and responding to the contamination. Very early on in the process, the technical response team chose to follow the NHDES's recommendation that 23 PFAS compounds be analyzed to gain a more comprehensive insight into the breadth of contamination beyond the two compounds, PFOA and PFOS, with EPA drinking water health guidance.

The contamination of the Pease wells has also lead to a considerable amount of community involvement to address concerns about the extent of the contamination, the potential health effects and the long-term water supply and drinking water treatment plans. This led to the creation of a City committee (the Haven Well Community Advisory Committee) to allow for public involvement, the reactivation of the Pease Restoration Advisory Board (RAB), and creation of a Community Assistance Panel (CAP) for Pease as a way for the community to participate directly in health activities by the Agency for Toxic Substances and Disease Registry (ATSDR). A citizens group, *Testing for Pease*, was also organized to advocate for a long-term health plan and education for those impacted by the PFAS contamination. Their efforts led to the ATSDR to implement a blood testing program for those effected by the drinking water contamination. Many public meetings and other associated communications have also taken place. The meetings generally discuss the latest information about the contamination and offer the public an opportunity to provide input and questions. One question that comes up often is the

one about historic compounds, what types of fire fighting foam was used over time by the Pease Air Base and what we might not know about the compounds that are in the water so that they get appropriate treatment by the current and proposed drinking water treatment systems.

At the request of *Testing for Pease*, I recently convened a meeting with City staff, NHDES and *Testing for Pease* representatives to discuss the PFAS sampling. At the meeting *Testing for Pease* asked that additional PFAS analyses be performed by Dr. Christopher Higgins, whose work was part of a recent paper published in June that tested water samples from a military site with known PFAS contamination from fire fighting foam and he was able to identify multiple other PFAS compounds not routinely tested for by standard labs. Based on the findings of his latest research, *Testing for Pease* stated that “the Pease community is concerned that there are many other PFAS compounds in the Pease (and possibly Portsmouth) water supply. Dr. Higgins lab has technology to run samples of water and look for additional PFAS compounds that the Air Force or the city is not currently testing for.” In follow-up, Brandon Kernen of NHDES mentioned that they had been in contact with the EPA’s National Exposure Research Laboratory to perform additional testing of PFAS compounds at other contaminated sites in New Hampshire. He has since shared correspondence with us regarding their request dated June 22, 2017 and your initial response dated November 13, 2017.

With this letter we are formally requesting that the City of Portsmouth be included in any such study as we would greatly appreciate your assistance in knowing as much about this contamination as possible. Please feel free to contact me directly at (603) 610-7200 or by contacting our Deputy Director of Public Works, Brian Goetz, at 603-766-1420 or via email at [bfgoetz@cityofportsmouth.com](mailto:bfgoetz@cityofportsmouth.com)

Sincerely,



Jack Blalock  
Mayor

c.: John P. Bohenko, City Manager  
Andrea Amico, *Testing for Pease*  
Clark B. Freis, NHDES  
Peter Forbes, US Air Force Civil Engineering Center  
Michael Daly, EPA Region 1  
Scott Hilton, NHDES



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
NATIONAL EXPOSURE RESEARCH LABORATORY  
RESEARCH TRIANGLE PARK, NC 27711

December 22, 2017



OFFICE OF  
RESEARCH AND DEVELOPMENT

Jack Blalock  
Mayor, City of Portsmouth  
Municipal Complex  
1 Junkins Avenue  
Portsmouth, New Hampshire 03801

Dear Mayor Blalock:

I am sending this letter in response to your request for assistance dated November 29, 2017. As your request notes, my laboratory has been actively working with the New Hampshire Department of Environmental Services (NHDES) on research into the analysis of PFAS compounds in collaboration with our colleagues in Region 1 of the United States Environmental Protection Agency (EPA). The goal of this research is to produce an analytical method which NHDES could use to solicit commercial laboratories for future analyses. I noted in your request that the City of Portsmouth is also actively working with NHDES, as well as with the United States Air Force, the Agency for Toxic Substances and Disease Registry (ATSDR), and with EPA Region 1.

I think it is important that we continue to work through and build upon these existing relationships as we collectively strive to understand and address the complex issues surrounding PFAS in the environment and the potential for human exposure. We hope to complete our research work into analytical methods for water media as requested by NHDES in the near future. Accordingly, with respect to your specific request for the City of Portsmouth to be included in the research studies that we are supporting with NHDES, I would suggest that you work through NHDES and EPA Region 1 to provide input into the scope of potential future PFAS research studies and analyses in EPA Region 1 for which my laboratory, or a commercial laboratory, may be called upon to provide analytical support.

I will also mention that scientists in my laboratory reviewed the research paper referenced in your request and have indicated that, while we could eventually replicate the types of analyses associated with PFAS compounds in aqueous film-forming foams (AFFFs) referenced in the manuscript, it would require some adjustments and additional preparations within our laboratory, so we are currently not in a position to provide this type of analytical support.

I would be glad to address any questions or concerns that you may have, but, as stated above, I would like to suggest that you coordinate future requests through EPA Region 1. Thank you.

Sincerely,

Timothy H. Watkins  
Director



## PFAS Update Supporting Information City of Portsmouth

Portsmouth City Council Packet  
March 5, 2018

1

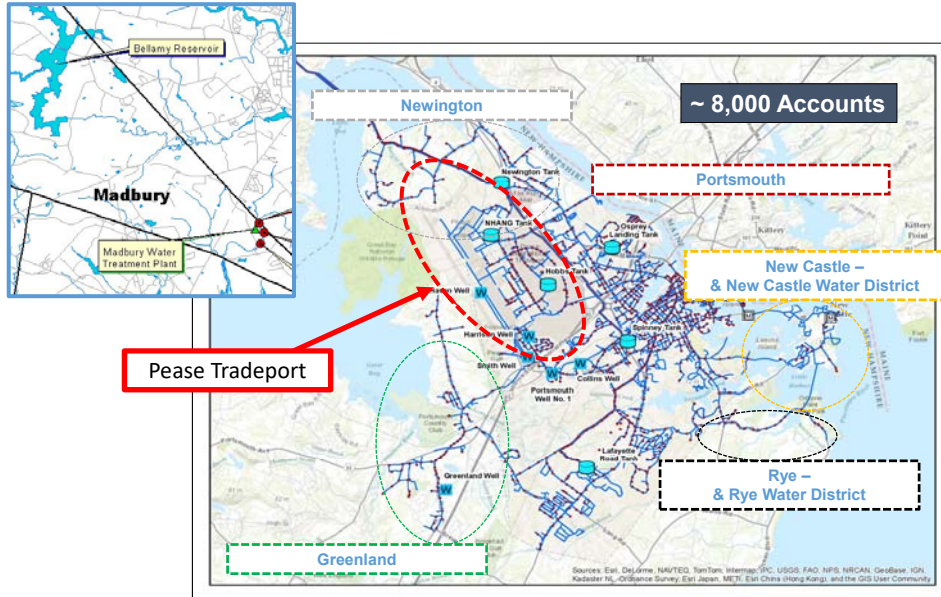
### What is 1 Part-per-Trillion (ppt)?

- 1 Second in 32,000 years
- 1 Square inch in 250 square miles
- 1 Grain of Sand in an Olympic-size swimming pool
- Approximately 1 Grain of Sand in the new Pease Hobbs Hill Storage Tank (600,000 gallons)

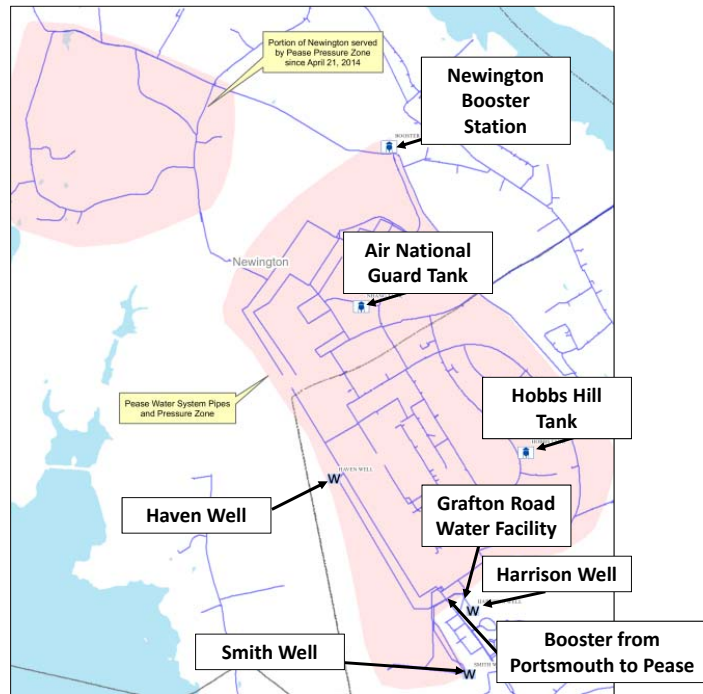


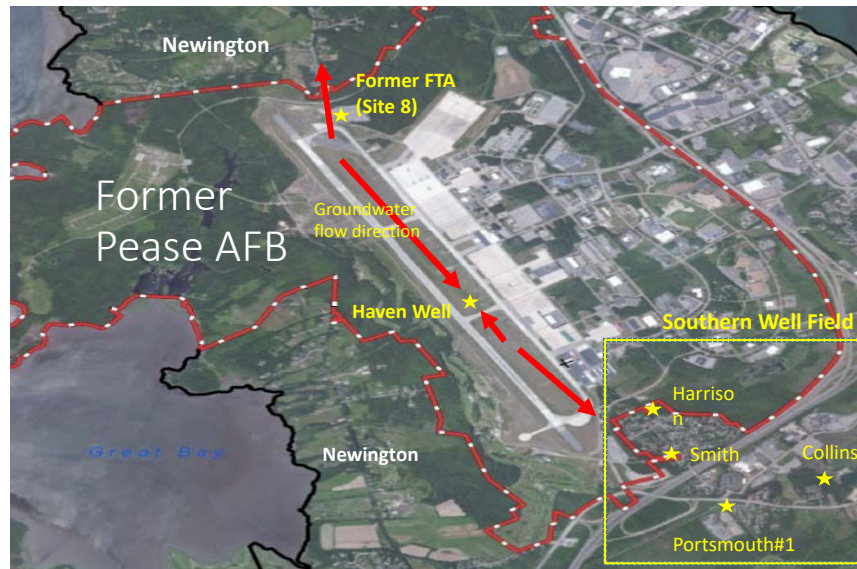
2

# Portsmouth Regional Water System



## Pease Tradeport Water System





Map prepared by:  
Scott Hilton, P.G. New Hampshire Department of Environmental Services (DES)

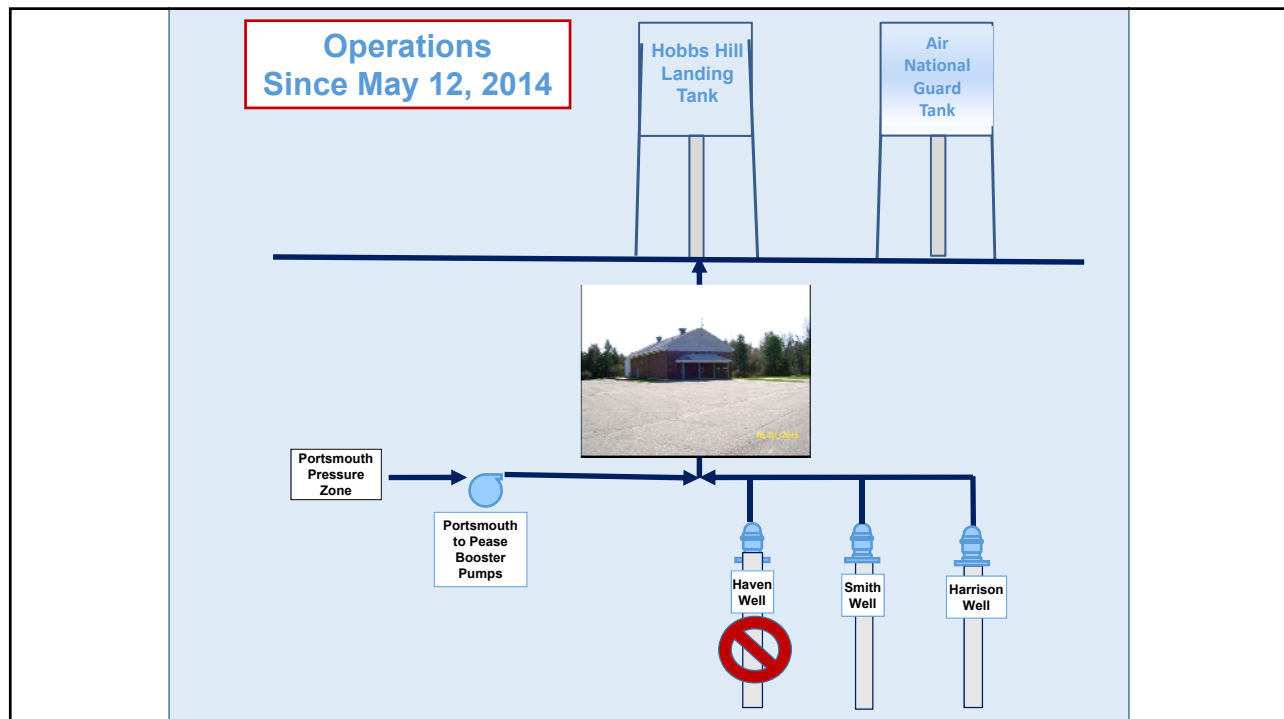
## Haven Well

- Installed in 1875 (Haven Springs)
- City of Portsmouth Supply until mid '50's
- Pease Air Base: 1956 to 1992
- Pease Tradeport: 1992 to 2014 (shut down due to PFAS contamination)



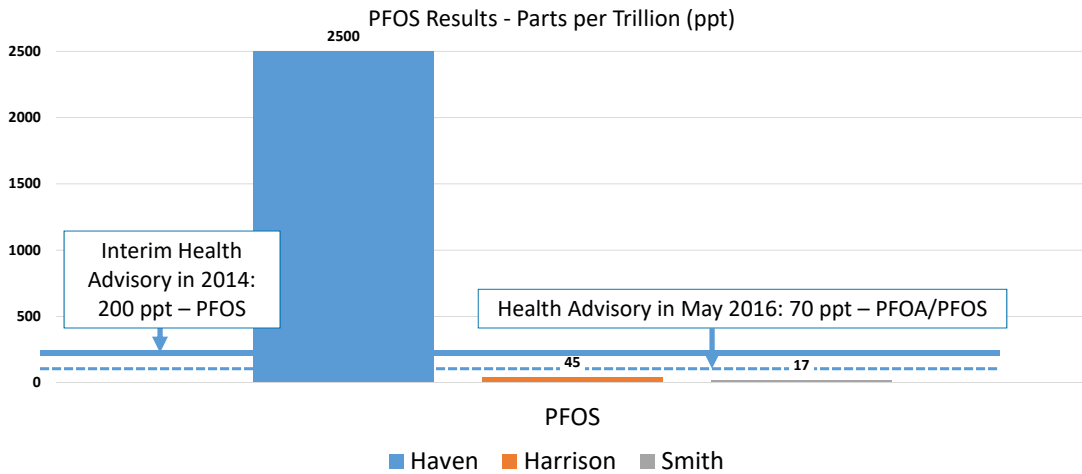
## Haven Well Shutdown: Chronology of Events

- April 2014 – City Contacted by EPA regarding their request that Air Force sample the Pease Wells for PFCs
- Air Force Consultant sampled all three Pease wells in mid-April 2014 for PFCs
- May 12, 2014 – City staff are notified that PFC levels in Haven Well exceeded the EPA's Health Advisory Standard for PFOS
  - 2.5 ug/L (Preliminary Health Advisory = 0.2 ug/L)
- May 12, 2014 - Haven Well is shut down
- Since May 12, 2014 - Pease water system is supplemented with water from Portsmouth's water system
- Ongoing Monitoring of PFCs by the Air Force's consultant
- Ongoing technical work both by Air Force and City staff/consultants
- July 2015 – EPA Order to Air Force to treat aquifer and wells



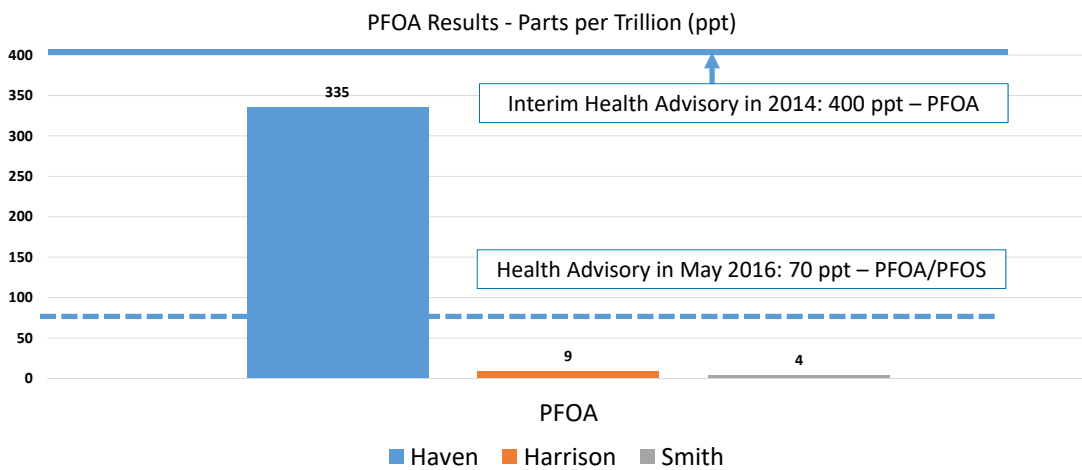


## Pease Wells – 2014 PFOS Sampling



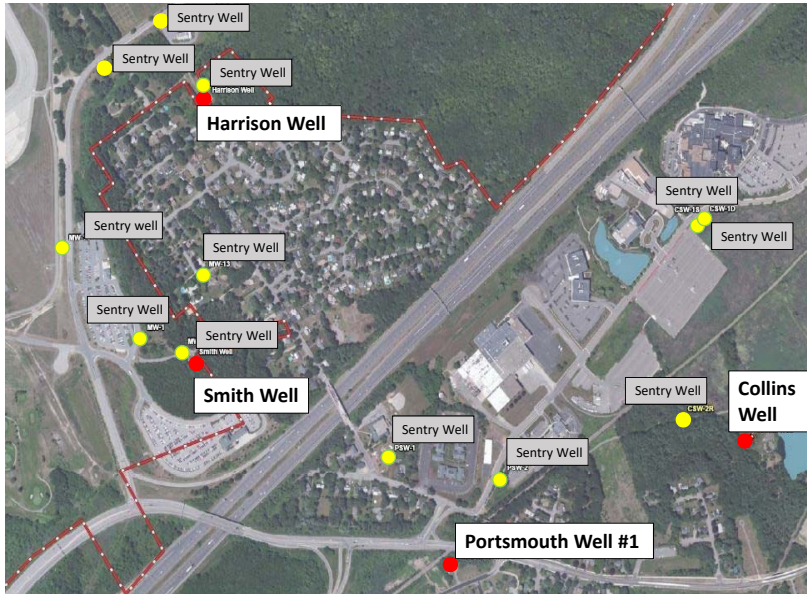
Note: Recent testing results of Haven Well = 1360 ppt (Haven Pilot Data)

## Pease Well – 2014 PFOA Sampling



Note: Recent testing results of Haven Well = 242 ppt (Haven Pilot Data)

## Southern Water Supply Well Field Municipal and Monitoring Wells Monthly PFAS Sampling Since May 2014



## Water Quality Monitoring Data Uploaded to City of Portsmouth Website

City of PORTSMOUTH NH | DEPARTMENT OF PUBLIC WORKS | WATER

Water Quality | Supply Status | Water Efficiency | Billing | Information | Contact

### PEASE WELL MONITORING AND SAMPLING RESULTS

The Air Force's consultants under the direction of the EPA and DES and in cooperation with the City of Portsmouth have been sampling PFCs in and around the effected Portsmouth drinking water wells. Once validated, this data is posted below:

- Pease PFC Sampling Locations
- Pease Comprehensive PFC Sampling Data August 2017
- Pease Comprehensive PFC Sampling Data May 2017
- Pease PFC Sampling Data May 2017
- Pease Well PFC Results through April 2017
- Pease Well PFC Results through 12.14.2016
- Pease Well PFC Results Most Recent 11.17.2016
- Pease Well PFC Results Most Recent 10.19.2016
- Pease Well PFC Results thru 10.19.2016
- Pease Well PFC Results Most Recent 08.30.2016
- Pease Well PFC Results thru 08.30.2016
- Pease Well PFC Results Most Recent 06.23.2016
- Pease Well PFC Results thru 06.23.2016
- Pease Well PFC Most Recent Summary May 2016
- Pease Well PFC Results thru 5/31/16
- Pease Well PFC Results thru 4/20/16
- Pease Well PFC Results thru 2/23/16
- Pease Well PFC Results thru 6/26/16

Pease Tradeport Water System

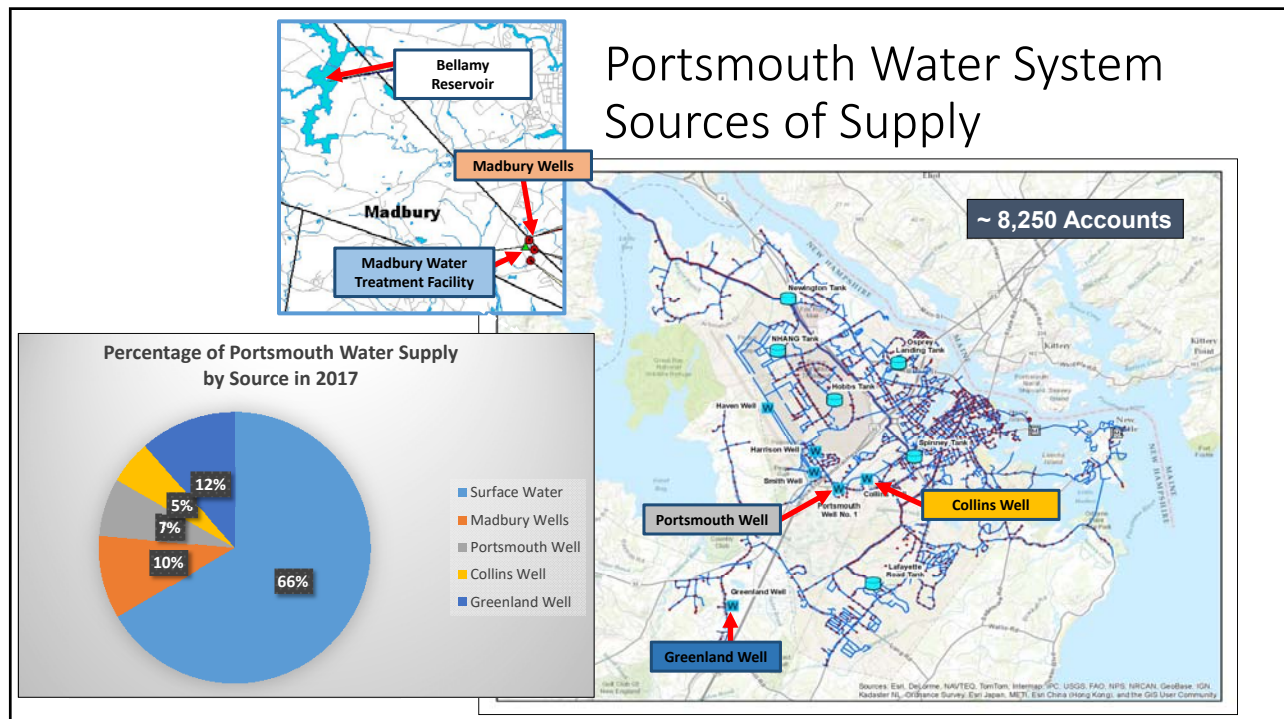
- 3 Wells
- 3 Storage Tanks
- Located Near Portsmouth
- 60 Pease
- 10 Miles of water main
- 1.1 to 1.0 Million Gallons per Day Usage

## PFAS Trends in Air Force Sampling – Monthly Sampling Since June 2014

- PFAS concentrations in the municipal wells are consistently below the health advisory (HA) values published by the USEPA in May 2016.
- PFAS concentrations in the sentry monitoring wells are fairly stable, with exceedances of the HA generally limited to monitoring wells located in the center portion of the air field.
- The Air Force's engineering consultant is in the process of performing trend analysis on sentry well sampling data collected to date. A summary of this analysis will be provided in their upcoming 2017 Sentry Well Monitoring Report.

(reference: Wood, plc communication, February 21, 2018)

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## Portsmouth Water Source PFAS Sampling

- All water sources sampled in May 2014 and in 2015 as part of the EPA's Unregulated Contaminant Monitoring Program (UCMR3)
  - Surface Water - "non detect"
  - Madbury Wells - "non detect"
  - Portsmouth Well - "non detect"
  - Collins Well - "non detect"
  - Greenland Well - "non detect"
- When resampled using lower detection limits (same as Pease sampling), some sources show low levels of detections

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### Lower Sampling Limits - Portsmouth/Pease Sampling versus UCMR3

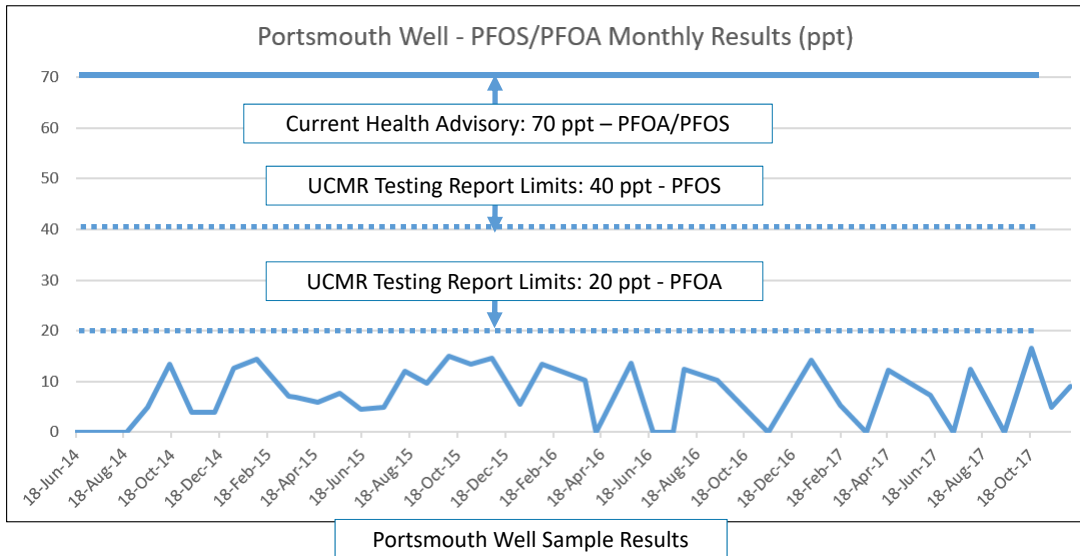
	Units	Maxxam Lab/In-House Reporting Levels		UCMR REPORTING LIMIT	Order of Magnitude: Maxxam MDL vs. UCMR
		RDL	Typical MDL - reported on lab reports		
Perfluorobutane Sulfonate (PFBS)	ug/L	0.020	0.0019	0.090	47 x
Perfluoroheptanoic Acid (PFHpA)	ug/L	0.020	0.0047	0.010	2 x
Perfluorohexane Sulfonate (PFHxS)	ug/L	0.020	0.0040	0.030	8 x
Perfluoro-n-Octanoic Acid (PFOA)	ug/L	0.020	0.0053	0.020	4 x
Perfluorononanoic Acid (PFNA)	ug/L	0.020	0.0046	0.020	4 x
Perfluorooctane Sulfonate (PFOS)	ug/L	0.020	0.0033	0.040	12 x

RDL – Reportable Detection Limit

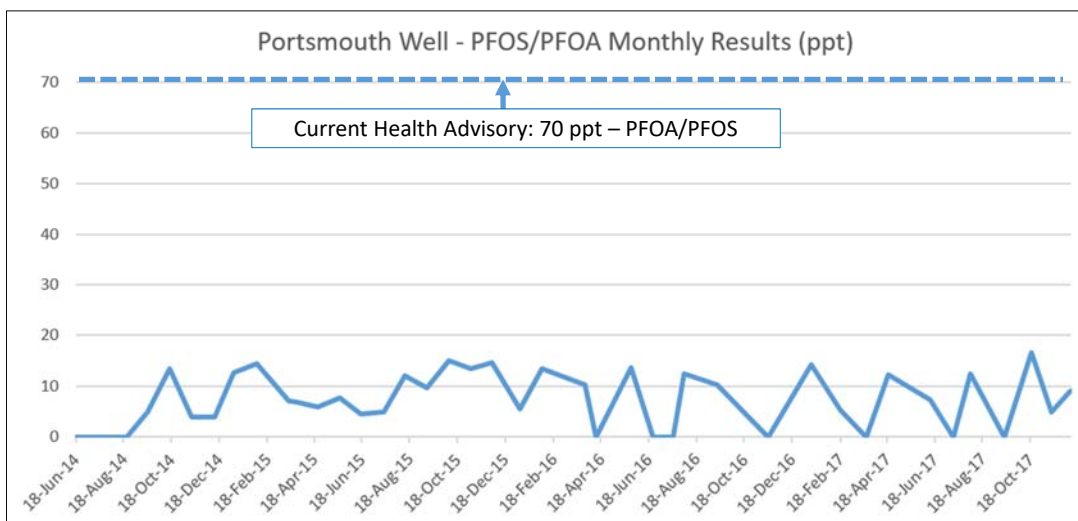
MDL – Minimum Detection Limit

UCMR3 – EPA's Unregulated Contaminant Monitoring Rule

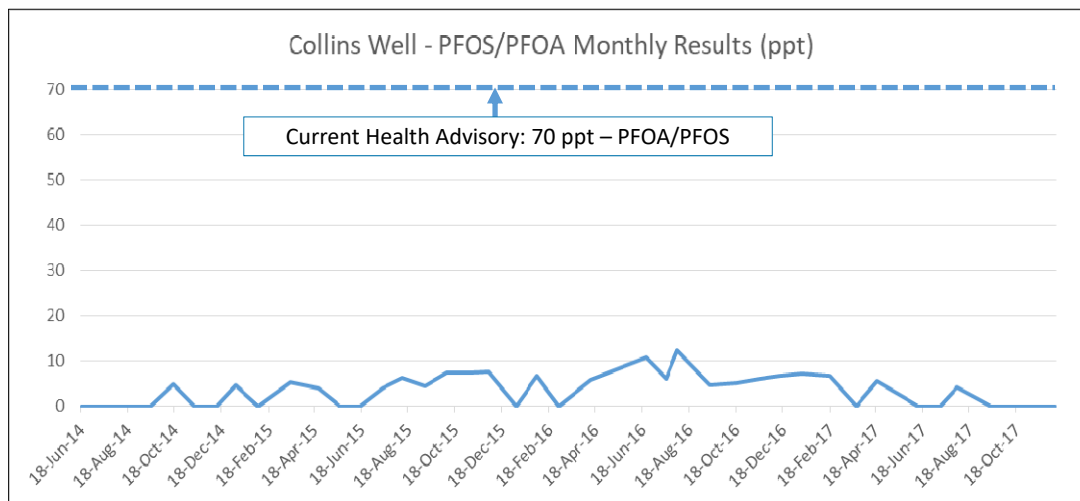
## Portsmouth Well Sampling – Detections using lower sample detection limits than UCMR testing



## Portsmouth Well Trend



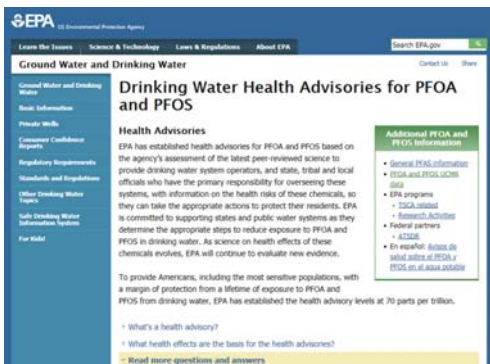
## Collins Well Trend



## Greenland Well – 6 Sample Events

Date	PFOA/PFOS (ppt)	Notes
21-Jul-14	Non detect	using UCMR method
10-Feb-15	Non detect	using UCMR method
01-Aug-16	7	
17-Nov-16	14	
17-Nov-16	7	Lab Duplicate Sample
27-Apr-17	4	
31-Oct-17	5	
<b>EPA Health Advisory</b>	<b>70</b>	<b>As of May 2016</b>

# PFOA/PFOS Health Advisory Update – May 2016



- “To provide Americans, including the most sensitive populations, with a margin of protection from a lifetime of exposure to PFOA and PFOS from drinking water, EPA has established the health advisory levels at 70 parts per trillion.”
- “EPA’s health advisory level for PFOA and PFOS offers a margin of protection for all Americans throughout their life from adverse health effects resulting from exposure to PFOA and PFOS in drinking water.”
- “These health advisories are specifically for PFOA and PFOS and do not apply to other perfluoroalkyl substances (PFASs). The Agency is continuing to gather information about other PFAS.”

## Portsmouth System PFAS Testing Summary - 2017

PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS)									
PER- AND POLYFLUOROALKYL SUBSTANCE (concentrations* reported in ng/L or ppt)	PORTSMOUTH #1 WELL	COLLINS WELL	GREENLAND WELL	MADBURY WELL 2	MADBURY WELL 3	MADBURY WELL 4	BELAMY RESERVOIR	WATER TREATMENT PLANT	
# of samples in 2017:	11	11	2	1	2	2	2	2	
% of water supplied in 2017:	6.9%	5.2%	11.5%	1.8%	3.7%	4.4%		66.5%	
Perfluorobutane-sulfonic acid (PFBS)	Average: BD Range: ND to 8	13 8 to 20	BD ND to 6	ND ND	ND ND	ND ND	ND ND	ND ND	
Perfluorobutanoic acid (PFBA)	Average: ND Range: ND	ND ND	ND ND	ND ND	ND ND	ND ND	ND ND	ND ND to 18	10
Perfluorohexane-sulfonic acid (PFHxS)	Average: 7 Range: ND to 11	BD ND to 8	4 ND to 6	ND ND	ND ND	ND ND	ND ND	ND ND	
Perfluorohexanoic acid (PFHxA)	Average: BD Range: ND to 12	BD ND to 9	BD ND to 3	ND ND	ND ND	ND ND	ND ND	ND ND	
***Perfluorooctane-sulfonic acid (PFOS)	Average: 3 Range: ND to 8	3 ND to 7	4 4 to 5	ND ND	ND ND	ND ND	ND ND	ND ND	
**Perfluorooctanoic acid (PFOA)	Average: 6 Range: ND to 10	ND ND	ND ND	ND ND	ND ND	ND ND	ND ND	ND ND	
Perfluoropentanoic acid (PFPeA)	Average: 4 Range: ND to 8	BD ND to 7	ND ND	ND ND	ND ND	ND ND	ND ND	ND ND	
** PFOS + PFOA	Average: 9 Range: ND to 14	3 ND to 7	4 4 to 5	ND ND	ND ND	ND ND	ND ND	ND ND	

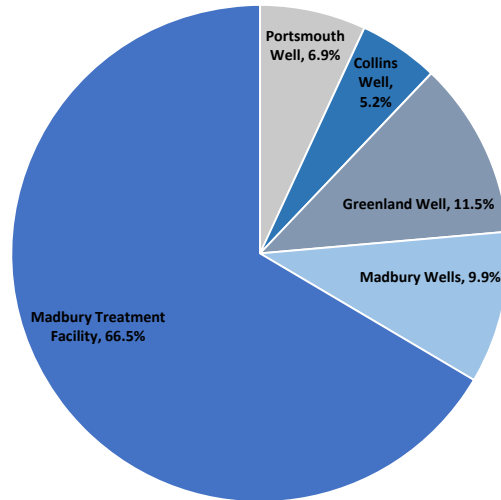
Averages are calculated using half of the method detection limit for samples that were less than detection, per USEPA risk assessment protocols.  
 ND = Not Detected above laboratory method detection limit  
 BD = Average calculated using half of detection limits for non-detect values resulted in average below the detection limit.

PFAS analyzed but not detected in the samples:  
 6:2 Fluorotelomer sulfonate (6:2 FTS), 8:2 Fluorotelomer sulfonate (8:2 FTS), N-Ethyl perfluorooctane sulfonamide (EtFOSA), N-Ethyl perfluorooctane sulfonamidoethanol (EtFOSE), N-Methyl Perfluorooctane Sulfonamide (MeFOSA), N-Methyl Perfluorooctane Sulfonamidoethanol (MeFOSE), Perfluorodecane sulfonate (PFDS), Perfluorodecanoic acid (PFDA), Perfluorododecanoic acid (PFDDA), Perfluorododecane sulfonate (PFHDS), Perfluorododecanoic acid (PFHDA), Perfluorododecane sulfonamide (PFDSA), Perfluorotetradecanoic acid (PFTDA), Perfluorotetradecanoic acid (PFTDA), and Perfluoroundecanoic acid (PFUA).

70 ppt – EPA Health Advisory  
 All water sources are below this limit, most water is “non detect”

\* Due to laboratory analytical method limitations, low concentrations reported for these chemicals are considered estimates unless the amount measured is above 20 ng/L (ppt)  
 \*\* EPA Health Advisory Level and NHDES AGQS for PFOS and PFOA concentration separately or combined is 70 ng/L (ppt)

## Percentage of Portsmouth Water Sources - 2017



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## Other Water Systems with PFAS issues:

With lower sample detection limits many more systems are having detections – many that had “non-detect” during UCMR sampling

- Hoosick Falls, NY (PFAS Manufacturing)
- Bennington, VT (PFAS Manufacturing)
- Hyannis, MA (Fire Training Area)
- Westfield, MA (Airport)
- Horsham, PA (Airport)
- Fountain, CO (Airport)
- Airway Heights, WA (Airport)
- Grand Rapids, Michigan (Manufacturing)
- Aqua America, Pennsylvania
- Kennebunkport, ME (biosolids)

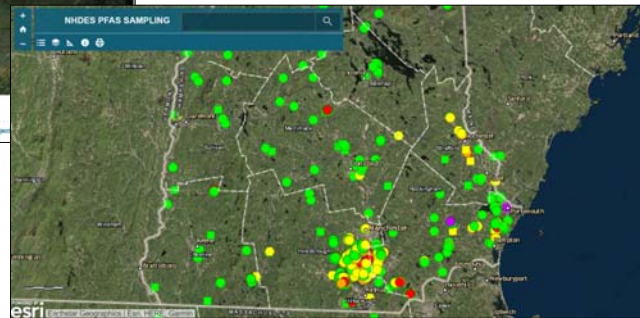
24



## New Hampshire PFAS Investigations



<https://www4.des.state.nh.us/nh-pfas-investigation/>



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## New Hampshire Public Water Systems with Detections

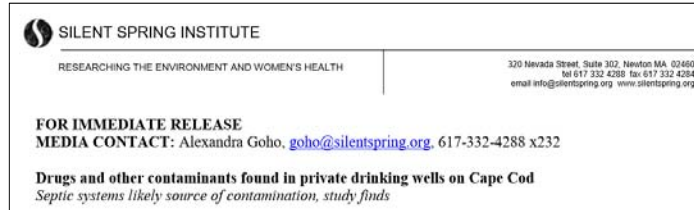
(Using lower laboratory detection limits as recommended by New Hampshire DES in 2016)

- Merrimack Village Water District
- Aquarion Water (Hampton, North Hampton)
- Pennichuck Water (Nashua)
- Hudson
- Dover
- Rochester
- Bedford
- Rye
- Bow

Data source: NHDES communication – February 27, 2018

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## Cape Cod Private Drinking Water Well Study



- **A new study finds that pollutants from household wastewater—pharmaceuticals and consumer product chemicals—can make their way into people’s private wells, and that backyard septic systems are likely to blame.**
- In tests of water samples from private wells on Cape Cod, researchers at Silent Spring Institute sampled water from 20 private wells throughout Cape Cod and tested the samples for 117 different contaminants. **About 70 percent of the wells contained PFASs (perfluoroalkyl substances).**

Link to paper: <http://www.sciencedirect.com/science/article/pii/S0048969715312353>

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## Treatment Options?

- Activated Carbon Filtration is most widely accepted for drinking water applications
- Membrane Filtration
- Anion Exchange
- Advanced Oxidation



Oakdale, Minnesota  
Activated Carbon



Newcastle, Delaware  
Activated Carbon

## Analysis of other water systems with PFAS contamination

- Research on municipal drinking water systems with the same general groundwater quality indicates Granular Activated Carbon (GAC) as the preferred treatment alternative
  - GAC only – 9/13 utilities
  - GAC and resin – 1/13 utilities
  - Point of use (carbon) – 1/13 utilities
  - No treatment – 1/13 utilities
  - No information – 1/13 utilities
- No readily available data on the long term effectiveness of alternative media
- Preliminary performance data on some resin media

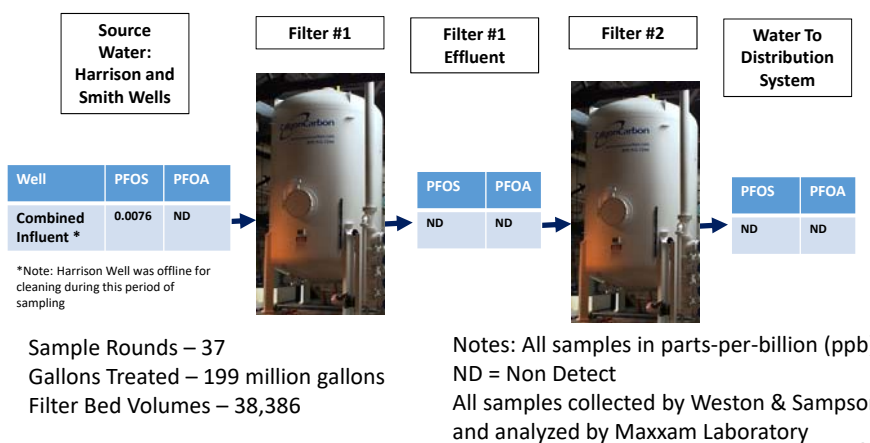
29

## Harrison/Smith Well Filter Demonstration Project Activated Carbon Filtering Since September 2016



30

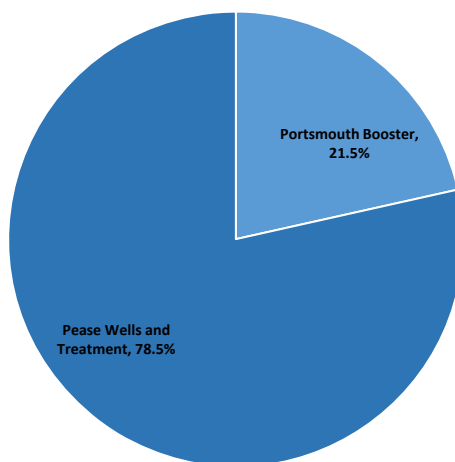
## Pease Tradeport Water System Activated Carbon Treatment Demonstration Project Sampling: January 10, 2018 Results



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## Percentage of Pease Tradeport Water - 2017

Pease Water is predominantly supplied by water from the Smith and Harrison wells through the carbon treatment system, with some boosted Portsmouth water depending on demand. 2017 data totaled 78.5% of water from Pease sources and 21.5% supplemented from Portsmouth system.



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## Ongoing Haven Well Water Treatment Piloting - Activated Carbon and Resins



### Ongoing Haven Well Treatment Pilot

- Activated Carbon, same as utilized in the Harrison/Smith Well Demonstration Treatment system
- Resins
- Running well water at 1.5 gallons per minute through filter columns
- Periodic water quality sampling to assess performance of filters
- Resins have proven to be a viable option
- **Current design, agreed upon by Air Force, is to treat wells through resin filters followed by activated carbon**

## Air Force Agreements to Address the Loss of the Haven Well

- September 2014
  - Hydrogeologic study for replacement well - \$154,000
  - Technical support assistance reimbursement - \$25,000
- November 2015
  - Preliminary Treatment Assessment - \$60,000
- April 2016
  - Treatment Pilot and Demonstration Project - \$947,700
- February 2017
  - Additional Treatment Design Evaluation - \$46,623
- August 2017
  - Final Design of Treatment for Pease Tradeport wells - \$1,329,080
- Pending
  - Facility Construction Cost
  - Long-term operations and maintenance

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## Pease Well Treatment System Conceptual Design:



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# City Website and Water System Updates

The screenshot shows the City of Portsmouth Water website. The main heading is "PEASE TRADEPORT WATER SYSTEM WATER QUALITY AND RESPONSE TO PFAS COMPOUNDS". Below the heading, there is a table with a timeline of events from April 2014 to September 1, 2015.

April 2014	Pease wells are sampled for PFAS compounds.
May 13, 2014	PFAS results are reported to City of Portsmouth and Haven Well is taken out of service. The other two wells continue to supply water to the Tradeport well are supplemented and blended with City of Portsmouth water.
May 2014 to present	Technical tests continue and start PFAS response and investigation. Comprehensive water quality sampling program is implemented by the Air Force. Sampling includes monitoring of other water supply wells and surrounding areas of Pease.
2014 to present	Numerous public meetings and outreach materials are provided to the public about the <b>history and status of the Tradeport water system</b> .
January 2015	"Testing for Pease" organizes and advocates for blood testing of Tradeport water users affected by contamination.
July 2015	The EPA issues an order to the Air Force that they design a treatment system for the Tradeport's drinking water system and also design a separate treatment system to treat PFAS in the Pease aquifer.
September 1, 2015	Senator's Jean Shaheen and Kelly Ayotte arrange a meeting with the Air Force and the City. At the meeting the City presents information about the water system's operations and proposes treatment of all three wells at Pease.

The flyer is titled "PEASE TRADEPORT WATER SUPPLY UPDATE" and is dated January 29, 2018. It features a diagram of the "Pease Tradeport Water System Activated Carbon Treatment Demonstration Project Sampling: January 10, 2018 Results".

**Demonstration Filter Performance**  
The City's engineering consultant continues to sample the performance of the activated carbon filters based on the amount of water treated. The graphic below shows the most recent source water sampling and treated filter water quality results for the PFOS and PFOA.

**Pease Tradeport Water System Activated Carbon Treatment Demonstration Project Sampling: January 10, 2018 Results**

The diagram shows a flow from "Source Water (Haven Well and Haven Wells)" through "Filter #1" and "Filter #2" to "Water to Distribution System".

Sample Rounds – 37  
Gallons Treated – 199 million gallons  
Filter Bed Volumes – 36,306

Notes: All samples in parts-per-billion (ppb)  
ND = Non Detect  
All samples collected by Weston & Sampson and analyzed by Massam Laboratory



## Public Involvement:

- Presentations to Portsmouth City Council and Other Groups
- *Testing for Pease* Group
- Haven Well Community Advisory Board
  - 14 public meetings in 2014
- Blood Testing
  - March 31st, 2015 – Public Meeting where NHHS Announces Protocol for Pease Blood Testing
  - Three public meetings announcing blood test results
- ATSDR Community Assistance Panel (CAP)
  - Formed in 2016 to address long-term health concerns
- Pease Restoration Advisory Board (RAB)
  - Reestablished in 2016 – Meets every quarter



## Additional Information:

- <https://www.cityofportsmouth.com/publicworks/water/pease-tradeport-water-system>
- <https://www.dhhs.nh.gov/dphs/investigation-pease.htm>
- <https://www.atsdr.cdc.gov/sites/pease/index.html>
- <http://www.afcec.af.mil/Home/BRAC/Pease/>
- [www.testingforpease.com](http://www.testingforpease.com)

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## Looking Ahead:

- The City of Portsmouth's water operations staff will continue to address the PFAS contamination issue by continuing to:
  - Work with the Air Force and regulators to monitor PFAS compounds in the water sources in and around the Haven Well.
  - Design and construct drinking water treatment system to treat and remove PFAS compounds in the Pease Tradeport Drinking water system wells.
  - Develop a long-term water quality monitoring plan (to include not only PFAS compounds but other water quality parameters) for the reactivation of the Haven Well.
  - Continue twice-a-year monitoring of all other Portsmouth water supply sources for PFAS compounds and respond appropriately should contaminant levels appear to be approaching HA levels.
  - Work with regulators and waterworks professionals to track and respond to the evolving water quality information, regulations and treatment technologies.
  - Provide public information on this and all other water quality parameters in our water systems.

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[www.cityofportsmouth.com/publicworks/  
water/pease-tradeport-water-system](http://www.cityofportsmouth.com/publicworks/water/pease-tradeport-water-system)

# City of Portsmouth



## MEMORANDUM

TO: City Manager John Bohenko

FROM: Nancy Colbert Puff  
Deputy City Manager

Brenna Woodman  
Public Information Officer

DATE: February 27, 2018

SUBJECT: Report Back on Civic Engagement

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### **Next Steps in Civic Engagement**

In response to Councilor Pearson's request regarding increased modes of communication between the City and its residents, City staff has summarized ongoing efforts in improving communication and introducing new avenues to connect with the community. With many digital upgrades made over the past year (detailed below), the next steps in the City's public outreach process will be to keep Portsmouth's "neighborhood feeling" alive and encourage the community to remain engaged in City activity. The City will continue to work with our neighborhood associations to enhance their participation in community-building opportunities as well.

This can include the:

- continuation of Ward-specific meetings and formation of Ward-specific webpages where residents can better track what's occurring specific to where they live;
- increased online public input portals on specific projects;
- increased online surveys on various hot topics and a dedicated "hot topics" section on the website; and new use of real-time public input preference voting from both local and remote locations

We are also analyzing available resources, capacity and strategies to maintain additional social media profiles, such as an all-encompassing City of Portsmouth Facebook page, to share important news and events, as well as broadcasting meetings virtually through social media when it differs from a regularly-recorded City meeting/outside of City Hall. Some additional ideas include a monthly podcast or social media videos featuring interviews with City staff and/or the Mayor, and increased polls/surveys through social media.

### **Digital & Mobile-Friendly Avenues**

*New Website:* The City's new website, unveiled in the fall of 2017, is now a mobile-friendly site that not only offers a fresh look for users, but added content and faster access to the information they need. The City's I.T. Department worked with Bowst (a local company) and Acquia (based in Boston) in creating the new website on the Drupal 8 platform.

*Meetings and Community Events Calendars & Online Newsroom:* New and improved features include the City's Municipal Meetings Calendar that is designed to better flag meetings that are important to our residents. It not only showcases all up-and-coming City municipal meetings, but it allows you to add meetings to your own personal calendar and filter meetings by specific City boards and dates as well. The City also maintains a separate

Community Events Calendar that details City Council-approved events. The online newsroom features the same filtering capabilities in which residents can view the latest news by subject and/or department.

*You Tube:* Citizens can also watch a wide variety of meetings on our YouTube Channel. This channel includes recorded meetings, and streams meetings live in high definition. Meetings of various topic/boards are also organized as Playlists so viewers can easily navigate meetings of interest.

*Click N' Fix & Zagster Mobile Apps:* In addition to the mobile-friendly website, the City offers mobile applications for specific services. The Portsmouth Click N' Fix app enables citizens to request public works maintenance service/non-emergency service issues only. After a request is submitted, a resident can follow the status of their request. The City's Zagster bike share program also includes a mobile app that allows for a resident to locate and use a bicycle.

## **Neighborhood Engagement**

*Neighborhood Watch Areas:* Through the Portsmouth Click N' Fix application, citizens can make maintenance requests but can also view other community requests throughout the City through the online portal or mobile app. The City has created numerous Neighborhood Watch Areas for those interested in monitoring reports specific to where they live and interacting with fellow neighbors.

*Electronic Newsletters & "Opt-In" Functionality:* While the City's website and homepage is continuously updated, a bi-weekly electronic newsletter is also sent out to those who subscribe to assist with highlighting important news and meetings. Certain City projects also offer residents the option to opt in to receive emails specific to that project and/or submit input on the project, such as the McIntyre redevelopment, Islington Street Gateway and Maplewood Avenue reconstruction. This was done as well for Prescott Park Master Plan development, Vaughan-Worth-Bridge Committee plan feedback and more.

*Real-time Alerts:* In the instance of snow storm emergencies and associated parking ban impacts, the City uses a CodeRED to send alerts out to residents who subscribe to receive text and/or email alerts of announcements in real-time. This service can also be utilized for other citywide emergencies. Also: see below "real time" \*Twitter feeds.

## **Social Media Summary**

The below lists summarizes all social media profiles for various City departments.

- Department of Public Works: Twitter @PortsmouthDPW
- Downtown Parking: Twitter @ParkPortsmouth
- Fire: \*Twitter @PortsmouthNHFD, Facebook
- Library: Twitter @PortsmouthLibNH, Facebook, Instagram
- Planning Department: Twitter @PlanPortsmouth
- Police: Twitter @PortsmouthNHPD, Facebook, Instagram
- Recreation Department: Twitter @PortsmouthRec
- Wastewater: \*Twitter @PortsmouthCSOs

\*Sends automated alerts (from Dispatch and sewer measuring devices) to make the public aware of reported occurrences in real-time.

# Memo

**To:** John P. Bohenko, City Manager  
**From:** Rosann Maurice Lentz, City Assessor  
**cc:** Judith Belanger, Finance Director  
**Date:** March 1, 2018  
**Re:** Report Back on Veteran's Tax Credits

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Below is the report back on the Veteran's Tax Credits per Councilor Denton's request. To date, the following veteran's credits have been approved.

- \$500 - Standard & Optional Veterans' Tax Credit = 802
- \$500 - All Veterans' Tax Credit = 53
- \$2,000 - Surviving Spouse (Veteran Died on Active Duty) = 1
- \$2,000 - Tax Credit for Service-Connected Total Disability = 48
- Exempt From Taxation - Certain Disabled Veterans – 0

April 15<sup>th</sup> is the filing deadline, the above numbers may change.

February 28, 2018

## SUMMARY REPORT OF GREAT BAY MUNICIPAL COALITION ACTIVITIES

**By: Suzanne Woodland, Deputy City Attorney and Terry Desmarais, City Engineer**

Since 2010, Portsmouth has worked with area communities to address Great Bay Estuary water quality issues and regulatory actions at the State and federal level related to that important water resource. These collaborative efforts have: (1) emphasized the importance of good science to underpin and shape the decisions made both by regulators and the municipalities; (2) included undertaking and funding data collection and analysis; and (3) implementation of an adaptive management (build and measure) approach. The Great Bay Municipal Coalition (GBMC) currently consists of the municipalities of Dover, Portsmouth and Rochester.

In 2011, the Environmental Protection Agency (EPA) issued draft wastewater discharge (NPDES) permits to the Towns of Newmarket and Exeter and to the City of Dover with limits of technology, 3 mg/L total nitrogen (TN) effluent limits. EPA justified these TN permit limits by relying on the 2009 Nutrient Criteria Document issued by the New Hampshire Department of Environmental Services (NHDES) which determined that the Great Bay Estuary was impaired for nitrogen and sharp reductions were necessary to protect eelgrass, an indicator of Estuary health. The GBMC challenged those regulatory actions. The Newmarket and Exeter permits have since become final, the Dover permit is still in draft form.

GBMC efforts have supported new scientific findings and created new regulatory conditions that strongly suggest EPA should revisit the need for stringent TN limits. In summary:

**Feb. 2014:** An independent peer review spearheaded and funded by the GBMC found that the methodology used to create the 2009 Nutrient Criteria Document was not scientifically defensible and DES withdrew that document. The experts concluded that “There is no basis for a scientifically defensible linkage between nitrogen impairment and eelgrass impairment presented in the report.”

**2013-16:** The GBMC cities voluntarily reduced TN loads in the Estuary by ~80%. The ambient TN concentrations are now at the level that regulatory agencies believed would fully protect eelgrass.

**Nov. 2017:** The GBMC shared data and analysis with NHDES which has acted to delist the Great Bay for TN impairment in the 2016 NH 303(d) List.

**Dec. 2017:** The 2018 *State of Our Estuaries Report* prepared by Piscataqua Region Estuaries Partnership (PREP) recognizes ongoing uncertainty regarding TN impacts on the system stating: “More comprehensive data is needed to better understand the interactive effects of these [eelgrass] stressors.” PREP’s external advisors indicated: “How much nitrogen reduction is enough or too much? The data to answer this question do not currently exist.” The GBMC participated in the technical sessions for this report and for several years has funded some of PREP’s work.

Portsmouth needs to upgrade its Pease Wastewater Treatment Facility to replace aging infrastructure and to accommodate potential growth of Lonza. That effort is hindered by EPA’s potential requirement to meet a stringent TN limit, which, in light of the various expert reports and changed conditions, can no longer be justified. The efforts of the GBMC have supported, and continue to support, the City’s goal in obtaining scientifically-supported wastewater National Pollutant Discharge Elimination System (NPDES) permits.



# City of Portsmouth

## Inspection Department

Robert T. Marsilia, Chief Building Inspector  
Paul J. Garand, Assistant Building Inspector  
Brian P. Kiely, Plumbing/Mechanical Inspector  
John Plourde, Electrical Inspector

### Quarterly Report for FY 2018 (Q2 period Oct. 1, 2017 to Dec. 31, 2017) With Comparison to Previous FY '17 Q2

	Q2 FY '18 10/1/17-12/31/17	Q2 FY '17 10/1/16-12/31/16	Net Change	Q2/Q2 % increase
Commercial Applications	348	294	54	18.4%
Commercial Cost of Construction	\$49,152,408	\$21,060,260	\$28,092,148	133.4%
Residential Applications	528	536	-8	-1.5%
Residential Cost of Construction	\$8,936,830	\$6,559,794	\$2,377,036	36.2%
Application Fees (Residential & Commercial)	\$258,775	\$304,394	-\$45,619	*-15%
Inspections	1419	1343	76	5.7%

**Narrative:** FY '18 Q2 figures confirmed the continuation of a trend of ever increasing construction activity as compared to the previous year's Q2 with the total number of permits issued up (18.4% increase in commercial permits, slight decrease in residential permits), residential construction value up by 36.2% and commercial construction value up by 133.3%. Permit fees collected decreased slightly (down 15%) as compared to the previous year's Q2 fees collected, \*however, this can be explained by the delay between the time when an application has been submitted, reviewed and approved and the fee paid. Inspections performed increased by 6% with over 1400 inspections performed during this period. It is important to note that the number identified represents inspections related to issued permits only. In addition to those, inspection staff regularly conducts complaint related inspections, pre-permit and informational inspections as well as proactive inspections which are conducted as part of the Special Projects initiative.

Significant events which occurred during this period included: Certificate of Occupancy (CO) issued for the complete renovation and change of use of the City owned former one room school house located at 1 Plains Ave. for use by the Pontine Theatre. CO issued for new restaurant located at 150 Congress St. and building permits issued for the conversion of an existing commercial office facility into 24 residential apartments (3510 Lafayette) and a major renovation to Fire Station #3 located at 127 International Dr.

Respectfully Submitted,

Robert Marsilia, CBO



# City of Portsmouth

## Inspection Department

Robert T. Marsilia, Chief Building Inspector  
Paul J. Garand, Assistant Building Inspector  
Brian P. Kiely, Plumbing/Mechanical Inspector  
John Plourde, Electrical Inspector

### Quarterly Report for FY 2018 (Q1 period July 1, 2017 to Sept 30, 2017) With Comparison to Previous FY '17 Q1

	Q1 FY '18 7/1/17-9/30/17	Q1 FY '17 7/1/16-9/30/16	Net Change	Q1/Q1 % increase
Commercial Applications	351	258	93	36%
Commercial Cost of Construction	\$20,609,392	\$9,916,267	\$10,693,125	101%
Residential Applications	572	538	34	6%
Residential Cost of Construction	\$18,933,720	\$12,337,305	\$6,596,415	53%
Application Fees (Residential & Commercial)	\$258,231	\$221,725	\$36,506	*16%
Inspections	1411	992	419	42%

**Narrative:** FY '18 Q1 figures confirmed the continuation of a trend of ever increasing construction activity as compared to the previous year's Q1 with the total number of permits issued up (residential up by 6%, commercial up by 36%), residential construction value up by 53% and commercial construction value doubling (up 101%). Permit fees collected increased by 16% as compared to the previous year's Q1 fees collected \*(although building permit fees are based on cost of construction, there is typically a lag between when an application has been submitted, reviewed and approved and the fee paid). Inspections performed increased by 42% with over 1400 inspections performed during this period. It is important to note that the number identified represents inspections related to issued permits only. In addition to those, inspection staff regularly conducts complaint related inspections, pre-permit and informational inspections as well as proactive inspections which are conducted as part of the Special Projects initiative.

Significant events which occurred during this period included; Certificate of Occupancy issued for completion of phase 1 renovations to the Dondero Elementary School, and building permits issued for a major renovation to the Piscataqua Savings Bank (1.5 million), the new St. Patrick's School located at 355 Banfield Rd. (4.3 million), and the complete renovation and conversion to 6 residential condos of a former rooming house located at 21 Brewster St. (750 K).

Respectfully Submitted,

Robert Marsilia, CBO

1 Junkins Avenue  
Portsmouth, New Hampshire 03801  
Fax (603) 427-1593





CITY OF PORTSMOUTH, N.H.  
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information.  
Please submit resume' along with this application.



Committee: Recreation Board

Name: Richard Blalock Telephone: 603-502-7424

Could you be contacted at work?  YES /  NO If so, telephone # 603-431-5510

Street address: 922 Greenland Rd., Portsmouth, NH

Mailing address (if different): \_\_\_\_\_

Email address (for clerk's office communication): richbmookie@gmail.com

How long have you been a resident of Portsmouth? 34 years

Occupational background:

Grew up working at The Old Ferry Landing Restaurant  
which I currently manage.  
• worked for the Incline Village Recreation Department in Nevada

Please list experience you have in respect to this Board/Commission:

I grew up participating in at least 3 sports a year  
through the Portsmouth Recreation Department; played  
sports for PHS and currently I coach for the Junior Clipper  
Football Team. My life has revolved around ~~s~~ recreation  
and specifically in the city of Portsmouth



Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES/NO

Would you be able to commit to attending all meetings? YES/NO

Reasons for wishing to serve: I would like to give back to the city of Portsmouth and specifically the recreation in this fine city. I believe my knowledge of the city and my experiences with sports will be very helpful to the Recreation Board.

Please list any organizations, groups, or other committees you are involved in:

Portsmouth Youth Football Board

Coach Portsmouth Junior Clippers

Please list two character references not related to you or city staff members:  
(Portsmouth references preferred)

1) John Tafolla Rye, NH 603-234-9692 PHS Football coach  
Name, address, telephone number

2) Craig Crowell Greenland, NH 603-512-0410 PHS coach  
Name, address, telephone number

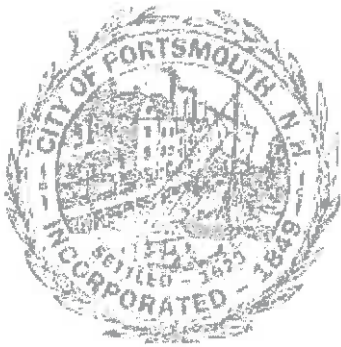
BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature:  Date: 2/23/18

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes  No

**Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801**



# CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

## APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information  
Please submit resume along with this application



Committee: Conservation Commission

Name: MaryAnn Blanchard Telephone: 436-7008

Could you be contacted at work? YES/NO - If so, telephone# N/A

Street address: 34 Harrison Ave

Mailing address (if different): \_\_\_\_\_

Email address (for clerk's office communication): maryannblanchard@gmail.com

How long have you been a resident of Portsmouth? 51 years

Occupational background:

Former substitute teacher, state rep 18 years, chair Ports Police Comm 5 yrs  
Reg voters, Library Trustee, Trustee Strawberry Bank.

Would you be able to commit to attending all meetings? YES/NO

Reasons for wishing to continue serving: My long experience in legislature  
working on NH water laws and wetland matters and  
almost ten years as a Commission member, is valuable  
when challenging water/wetland matters are on our  
"plate". I presently serve as Vice Chair of the Commission



Please list any organizations, groups, or other committees you are involved in:

and have experience both as police Comm and curs Comm  
chairing contentious hearings with civility and clarity.  
Membership on Boards handling resource issues requires  
some historical memory as well as expertise. I believe  
I help provide some important history and experience.

Please list two character references not related to you or city staff members:  
(Portsmouth references preferred)

1) John O'Leary, 50 Nathaniel Dr 436-0856  
Name, address, telephone number

2) Lee Aschliman, Middle St. 436-9006  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This reappointment application is for consideration and does not mean you will necessarily be reappointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: Margaret Plummer Date: 2/12/2018

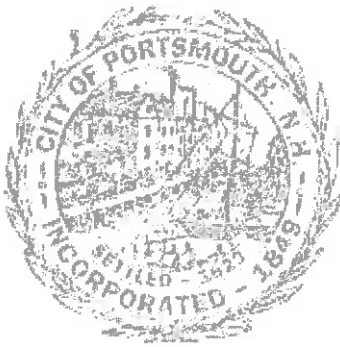
CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 04-01-2021

Annual Number of Meetings: 13 Number of Meetings Absent: 2  
(2017)

Date of Original Appointment: 06/08/2009

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801



# CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

## APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information  
Please submit resume' along with this application



Committee: Conservation Commission

Renewing applicant

Name: Samantha Collins Telephone: 603-828-7643

Could you be contacted at work? YES/NO - If so, telephone# same ↑

Street address: 820 Middle Rd., Portsmouth

Mailing address (if different): \_\_\_\_\_

Email address (for clerk's office communication): samantha.c.wright@gmail.com

How long have you been a resident of Portsmouth? about 6 years

Occupational background:

I am currently an artist, but previously worked in the environmental field ~~and~~ and my educational background is in natural resources and environmental science.

Would you be able to commit to attending all meetings? YES/NO

Reasons for wishing to continue serving: I love being able to connect with my environmental side ~~and~~ since no longer working in the field. I care deeply about Portsmouth and am concerned about the city's high rate of development + redevelopment particularly near sensitive natural areas, like wetlands



as well as in areas likely to be impacted by sea level rise and climate change in the near future. I wish to protect this natural areas by serving on the conservation Commission and helping applicants strike a balance between development and protection of their neighboring natural resources.

Additionally, I wish to continue serving to help educate applicants on our natural resources and climate change, but also to keep myself educated on new pressures our natural resources are facing and the best management practices and techniques to mitigate development impacts.

Please list any organizations, groups, or other committees you are involved in:

None local.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list two character references not related to you or city staff members:  
*(Portsmouth references preferred)*

1) Carrie Forbes, 4 Laurel Ct., Portsmouth - 603-209-6894  
Name, address, telephone number

2) John Formella, Portsmouth - 850-375-1707  
Name, address, telephone number

**BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:**

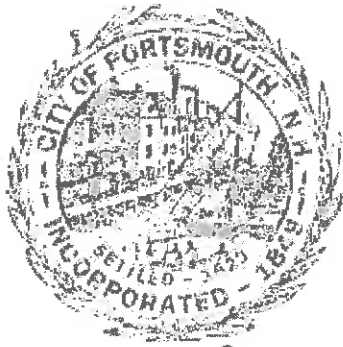
1. This reappointment application is for consideration and does not mean you will necessarily be reappointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature:  Date: 2/20/18

**CITY CLERK INFORMATION ONLY:**

New Term Expiration Date: 4-1-2021  
Annual Number of Meetings: 13 (2017) Number of Meetings Absent: 2  
Date of Original Appointment: 05-18-2015

**Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801**



CITY OF PORTSMOUTH, N.H.  
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information  
Please submit resume' along with this application



Committee: Portsmouth Housing Authority

Name: RUTH L GRIFFIN Telephone: 603 436-5272

Could you be contacted at work? YES/NO - If so, telephone# AS ABOVE

Street address: 479 RICHARDS AVENUE

Mailing address (if different): AS ABOVE

Email address (for derk's office communication): \_\_\_\_\_

How long have you been a resident of Portsmouth? SINCE 1938

Occupational background:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Would you be able to commit to attending all meetings?  YES/NO

Reasons for wishing to continue serving: To continue to serve as I have been doing. Housing is (in my opinion) is a #1 service to the needy citizens in our city. My past service on this commission speak to my loyal commitment, to fulfill this need.





Please list any organizations, groups, or other committees you are involved in:

N.H. Revolving Loan Fund.  
N.H. Commission on Parks

Please list two character references not related to you or city staff members:  
(Portsmouth references preferred)

1) Timothy J. Connors 430-6891  
Name, address, telephone number  
2) John Lyons 431-5144  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This reappointment application is for consideration and does not mean you will necessarily be reappointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: Ruth L. Griffin Date: February 4, 2018

**CITY CLERK INFORMATION ONLY:**

New Term Expiration Date: 04.01.2023  
Annual Number of Meetings: 12 Number of Meetings Absent: 4  
Date of Original Appointment: ~~06-15-1998~~ (2017) 06-15-1998  
99.

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801

Hampton Board of Selectmen  
100 Winnacunnet Road  
Hampton, NH 03842

February 28, 2018

Dear Selectmen:

We are in receipt of your letter from January 29<sup>th</sup>, 2018 which makes statements about the operations and management of the Coakley Landfill Federal Superfund remediation action. This remediation effort has been underway for over twenty years and includes extensive work to protect public health and the environment in the region.

The City of Portsmouth is supportive of efforts to work together to better understand this issue. The Coakley Landfill Group is working extensively to understand the fate and transport of PFAS at its site. So far the contaminants have been following the path of other contaminants in accordance with the way groundwater flow has been modelled and mapped at the site for over twenty years. The CLG has sampled water supply wells, most of which are located in the deep bedrock, and has found that in none of these wells is the water at or even near the State contaminant limit for drinking water.

The above information has been presented at numerous public meetings and is available for anyone to review. The Town's decision to hire Dr. Ballestero was a decision it made without contacting the Coakley Landfill Group or the City of Portsmouth. The City is confident that the Coakley Landfill Group, under the direction of NHDES and EPA, is taking the appropriate measures to address the migration of contamination from the capped Coakley Landfill. The City Council declines the Town's request to assist in the Payment of the Town of Hampton's hiring of an engineer in this instance. If the Town has other projects it is interested in collaborating on with the City of Portsmouth please let the City know in advance so we may be informed of the work and have the opportunity to consent to participate in advance of the proposed work.

The City of Portsmouth, the Town of North Hampton, the Town of Newington, and other private parties are working within a federal CERCLA or Superfund process to ensure the Coakley Landfill is protective of human health and the environment. While this protectiveness has been certified in the short term the Coakley Landfill Group is actively working on a deep bedrock study to ensure that the site is protective of human health and the environment in the future. This work is underway. It began with geophysical studies including sampling of a deep bedrock well near the site. The next phase of work includes installation of deep bedrock monitoring wells which will add to the information which has been collected to date.

The Coakley Landfill Group, working under the direction of EPA and NHDES, will continue to work on the deep bedrock study until that work is complete. The findings of that work and any future work will continue to be made available to the public as work progresses.

The City of Portsmouth is open to the suggestion that the Town of Hampton would like to have an open dialogue between their respective managers, and would be interested in discussing the concerns of the

Town of Hampton. We are aware the Town of Hampton was provided a detailed presentation by the Coakley Landfill Group to provide a better understanding of the site and answer questions. We are happy to continue that dialogue and answer questions the Town still has. We continue to believe that we can help our residents more by working together towards solutions rather than conflict.

Sincerely,

City of Portsmouth (City Manager, City Council, ...)

DRAFT

1 CITY OF PORTSMOUTH  
2 CITY COUNCIL POLICY No. 20XX-XX

3  
4 RENEWABLE ENERGY POLICY

5 **WHEREAS**, the goals of the City of Portsmouth, as expressed in its 2025 Master Plan, include a strong desire  
6 for the City to be more proactive in reducing Greenhouse Gas Emissions and the development of a local energy  
7 policy to move towards a 'net zero' carbon emissions goal to help mitigate the impacts of climate change for future  
8 generations; and

9 **WHEREAS**, on June 19, 2017, the City Council voted unanimously to authorize the Mayor to sign a letter  
10 promoting the Paris Climate Agreement's goals calling for increasing efforts to cut Greenhouse Gas Emissions,  
11 create a clean energy economy, and stand for environmental justice; and

12 **WHEREAS**, the City Council supports this objective and with guidance from the Renewable Energy Committee  
13 supports actions and guidance to City Boards, Committees, and Departments to attain this goal;

14 **NOW THEREFORE**, the City Council adopts this Renewable Energy Policy to ~~make~~ ~~move~~ Portsmouth ~~towards~~  
15 ~~becoming~~ a 'Net Zero Energy' Community where, on a source energy basis, the actual energy consumed on an  
16 annual basis is less than or equal to locally generated renewable energy. The following ~~levels are to be pursued~~  
17 ~~concurrently by relying~~ ~~concurrent phases each rely~~ on improving energy efficiency, increasing renewable energy  
18 for electricity, and, over time, increasing renewable and clean energy for both heat and transportation:

19 *Phase I Level I* focuses on Municipal Government Operations achieving Net Zero Energy.

20 *Phase II Level II* focuses on the Portsmouth Community, including residences, business, and other non-municipal  
21 users such as the Pease Development Authority, achieving Net Zero Energy. *Phase Level II* will also seek to  
22 examine low-income residents and environmental justice-related issues within the context of Portsmouth's  
23 Renewable Energy Policy.

24 *Phase III Level III* focuses first on all vehicles originating in and second on vehicles traveling through the City of  
25 Portsmouth achieving Net Zero Energy. *Phase Level III* is distinct from *Phase Level II* as an acknowledgement  
26 of the amount of time that may be required to accomplish this ~~level~~ ~~phase~~.

27 This phased Renewable Energy Policy leaves the flexibility required to ~~move~~ ~~Portsmouth towards becoming~~  
28 ~~become~~ a Net Zero Energy Community through a combination of approaches, such as those suggested in the  
29 Renewable Energy Committee Final Report and Recommendations.

30 Adopted by the Portsmouth City Council on: \_\_\_\_\_.

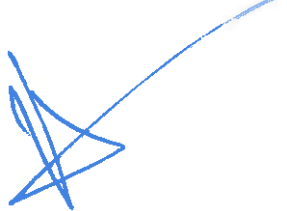
31 \_\_\_\_\_  
32 Kelli L. Barnaby, MMC, CMC, CNHMC  
33 City Clerk

**CITY OF PORTSMOUTH**

**LEGAL DEPARTMENT**

**MEMORANDUM**

DATE: February 28, 2018  
TO: JOHN P. BOHENKO, CITY MANAGER  
FROM: ROBERT P. SULLIVAN, CITY ATTORNEY  
RE: RULE 47 – APPOINTMENTS TO BOARDS AND COMMISSIONS



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At the City Council meeting of January 16, 2018 Councilor Perkins requested that former City Council Rule 47 relating to Appointments to Board and Commissions be brought forward for consideration by the City Council. Subsequent to that date her request has been refined through further communication with this office. Below is the rule as now requested (deletions from prior rule #47 **stricken in red** and additions **bolded in red**) as well as a suggested motion to accomplish the result sought by Councilor Perkins.

**RULE 47. APPOINTMENTS TO BOARDS AND COMMISSIONS**

Unless otherwise required by statute or ordinance, the Mayor shall **only not** bring forward for reappointment to any Board or Commission the name of any person who shall have served ten (10) or more consecutive years on the same Board or Commission **if such position shall have been publicly advertised** prior to the effective date of the requested reappointment.

**MOTION:** Moved that in accordance with City Council Rule 39 the proposed re-adoption and amendment of former Council Rule 47 be placed on the agenda for consideration at the Council meeting of March 19, 2018.